

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN RE:)	
)	
APPLICATION OF TELRITE)	DOCKET NO._____
CORPORATION D/B/A LIFE WIRELESS)	
FOR DESIGNATION AS AN ELIGIBLE)	
TELECOMMUNICATIONS CARRIER IN)	
THE STATE OF SOUTH CAROLINA		

I. INTRODUCTION

Telrite Corporation d/b/a Life Wireless (“Telrite” or the “Company”), by and through its undersigned counsel, and pursuant to Section 214(e) of the Federal Communications Act of 1934, as amended (the “Act”), 47 U.S.C. § 214(e), the implementing rules of the Federal Communications Commission (“FCC”), S.C. Code § 58-11-100, 26 S.C. Code Regs. 103-690 (Supp. 2011) hereby requests that the Public Service Commission of South Carolina (“Commission”) designate Telrite as an Eligible Telecommunications Carrier (“ETC”) throughout the non-rural South Carolina service areas (the “Service Area”) for the sole purpose of receiving federal low-income universal service support for prepaid wireless services, specifically Lifeline. **Exhibit “A”** contains a list of each exchange for which Telrite is requesting ETC status in the State of South Carolina. Telrite does *not* at this time seek ETC designation (1) for the purpose of receiving federal universal service support for providing service to high-cost areas or (2) on a wireline basis.¹

¹ Telrite seeks only Lifeline support from the low-income mechanism of the federal Universal Service Fund (“USF”) and is not seeking support from the high-cost support mechanism. ETC certification requirements related to the high-cost program are therefore not applicable to Telrite’s application.

Telrite respectfully requests that the Commission grant this Application and that it do so expeditiously so that Telrite may begin providing wireless Lifeline service to qualified low-income households at the earliest practicable time.

Correspondence or communications pertaining to this Application should be directed to Telrite's attorneys of record:

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II. UNIVERSAL SERVICE OFFERING

A. Company Overview

Telrite is a Georgia corporation with its principal offices located at 4113 Monticello Street, Covington, Georgia 30014. The Company's Articles of Incorporation are attached hereto as **Exhibit "B."**

Telrite is a wireless ETC in the states of Illinois, Indiana, Missouri, Arkansas, Louisiana, West Virginia, Georgia, Maryland, Minnesota, Rhode Island, Oklahoma and Puerto Rico and has pending applications in Arizona, Kansas, Maine, Washington, Wisconsin, Pennsylvania,

Mississippi, New Jersey, Michigan, Utah, and California. Telrite has never been denied ETC designation on its merits by any state commission or by the FCC in connection with any state.

Questions concerning the ongoing operations of Telrite following certification should be directed to:

Brian Lisle, President
Telrite Corporation
1480 Terrell Mill Road, SE
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Telrite attaches as **Exhibit “C”** a current list of its officers, along with biographical information for each, showing that it has the expertise necessary to provide the services specified herein.

Telrite, in its provision of wireless services, will offer resold services which Telrite will obtain from its underlying wireless provider AT&T. This extended footprint allows Telrite to provide expanded coverage throughout otherwise underserved markets.

Telrite has developed and implemented a network that delivers all of the services required by the federal Lifeline guidelines, and employs the AT&T carrier network to ensure ubiquitous coverage. Additionally, Telrite operates a major customer service and network data facility located in Georgia.

B. Proposed Lifeline Offering

1. Telrite will offer qualified consumers with their choice of 125 or 250 anytime prepaid minutes per month at no charge. Minutes do not expire for the 125 minute plan and unused minutes are rolled over to the next month. Unused minutes for the 250 minute plan do not roll over. Text messaging is available at the rate of:

- (a) 125 Minute Plan: 1/2 minute (*i.e.*, 2 SMS texts per voice minute)
- (b) 250 Minute Plan: 1 minute (*i.e.*, 1 SMS per voice minute)

The terms and conditions of its voice telephony service plans offered to Lifeline subscribers are detailed on page 12 of the Compliance Plan attached hereto as **Exhibit “D”** and on the Terms of Service attached hereto as **Exhibit “F”**.

2. All low-income universal service support will be used to allow Telrite to provide the service with no monthly recurring charge, thus ensuring that consumers receive the full benefit of the universal service support funding for which Telrite will seek reimbursement. Furthermore, Telrite will provide Lifeline customers a company funded \$3.50 credit, as long as this requirement remains in effect for South Carolina Lifeline ETCs. Therefor, together, the state and federal credits offered in South Carolina will be at least \$12.75. In the event that all airtime has been used, Lifeline customers can purchase additional bundles of minutes in denominations of \$10.00, \$25.00, \$7.95, \$12.95, \$21.49 and \$29.95.^{2 3} Airtime, when used for standard cellular calls, is valued at and will be decremented at the following rates:

- (a) \$10.00 denomination - \$0.099 per minute of use;
- (b) \$25.00 denomination - \$0.0708 per minute of use;
- (c) \$7.95 denomination - 3 day Unlimited Talk and SMS;
- (d) \$12.95 denomination - 1 week Unlimited Talk and SMS;
- (e) \$21.95 denomination – 2 weeks Unlimited Talk and SMS;
- (f) \$29.95 denomination – 1 month Unlimited Talk and SMS.

² The \$29.95 rate for unlimited talk and text is available only to Life Wireless customers that purchase online or by calling Telrite customer service. The retail rate available in stores is \$37.95 .

³ If reasonably and fairly required by the Commission to adjust its service plans to achieve comparability in order to meet standards in the public interest, Telrite commits to making any such adjustment.

3. Airtime “top-up” minutes are available for purchase at the Company’s retail locations, through any MoneyGram location⁴ and on the Company’s website.⁵ Additional information regarding the Company’s plans, rates and services can be found on its website: www.lifewireless.com. In addition to free voice services, Telrite’s Lifeline plan will custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, Voice Mail, No Roaming charges and free access to Customer Care by dialing 611 from customers’ Life Wireless handset or by dialing 1-888-543-3620 from any wireline phone. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. The terms and conditions of its voice telephony service plans offered to Lifeline subscribers are detailed in the Compliance Plan attached hereto as **Exhibit “D”** and on the Terms of Service attached hereto as **Exhibit “F”**.

Under Telrite’s proposed low-income wireless offering, each eligible wireless customer will receive a 911 compliant handset at no cost to the subscriber. Attached hereto as **Exhibit “G”** is information regarding the handsets issued by Telrite to its customers. Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline.

C. Plan Enrollment and Prevention of Fraud, Waste and Abuse

Telrite will comply with the uniform eligibility criteria established in new section 54.409 of the FCC Rules⁶ and 26 S.C. Code Regs. 103-690.1(E)(a)(4). Subscribers will be required to

⁴ MoneyGram locations may be found at <https://www.moneygram.com/wps/portal/moneygramonline/home/sendmoney?CC=US&LC=en-US> .

⁶ 47 C.F.R. § 54.409 (effective June 1, 2012).

demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; (2) the household's participation in one of the federal assistance programs listed in new section 54.409(a)(2); or (3) meeting eligibility criteria established by South Carolina for its residents, provided such criteria are based solely on income or factors directly related to income per new section 54.409(a)(3) of the FCC Rules. In addition, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

Telrite will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification requirements.⁷ Consistent with federal requirements, Telrite requires customers to certify at the time of service activation and annually thereafter that they: 1) are the head of household; 2) participate in one of the state-approved means tested programs; 3) will be receiving Lifeline-supported services only from Telrite; 4) do not currently receive Lifeline support; and 5) will notify Telrite in the event that they no longer participate in the qualifying program.

If Telrite has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.⁸ A demonstration of eligibility must comply with the annual verification procedures found in Section 54.410(f), including the submission of a certification form.⁹

⁷ Lifeline Reform Order at ¶61; 47 C.F.R. § 54.410(a).

⁸ Lifeline Reform Order at ¶ 143; 47 C.F.R. § 54.405(e)(1).

⁹ 47 C.F.R. §54.410 (effective April 2, 2012).

Furthermore, Telrite commits to comply with the FCC's 60-day non-usage policy, as described in the *Lifeline Reform Order*.¹⁰

III. COMMISSION HAS JURISDICTION TO DESIGNATE WIRELESS ETCs

Section 214(e)(2) of the Communications Act authorizes state commissions such as the Public Service Commission of South Carolina to designate ETC status for federal universal service purposes.¹¹ The FCC has further ruled that Section 214(e)(2) “provides state commissions with the primary responsibility for designating ETCs.”¹²

The FCC has promulgated rules governing ETC designations, set forth at 47 C.F.R. § 54.101, §§ 54.201-203, and §§ 54.205-207 (the “FCC Rules”) to establish various requirements for carriers to obtain ETC status. Applicants seeking ETC status in South Carolina must address and satisfy each of the ETC designation criteria under the FCC Rules and 26 S.C. Code Regs. 103-690.

IV. TELRITE SATISFIES THE REQUIREMENTS FOR ETC DESIGNATION

1. As demonstrated below, Telrite meets the requirements for ETC designation by the Commission pursuant to Section 214(e)(2) of the Act.¹³ In addition, Telrite complies with the standards established by the FCC for determining whether applicants for ETC

¹⁰ *Lifeline Reform Order* at ¶¶ 257-63.

¹¹ 47 U.S.C.A. § 214(e)(2). *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, First Report and Order, 12 FCC Rcd 8776, 8858-59 (¶ 145) (1997). (*Universal Service First Report & Order*).

¹² *See Federal-State Joint Board on Universal Service*, CC Docket No. 96-45, Report and Order, 20 FCC Rcd 6371, 6372 (¶ 1, n. 2) (2005) (“*ETC Criteria Order*”) ; *see also* 26 S.C. Code Regs. § 103-690 and 103-690.1.

¹³ 47 U.S.C. § 214(e)(2).

status serve the public interest.¹⁴ The FCC has determined that applications for ETC status in “non-rural” areas are *per se* in the public interest.¹⁵

2. The Commission has jurisdiction to designate Telrite as an ETC. Pursuant to the provisions of Section 214(e)(2) of the Act, state commissions, such as this Commission, have primary responsibility for the designation of eligible telecommunications carriers under Section 214(e)(2). As shown in this Application, Telrite meets the requirements for designation as an ETC in South Carolina. The Commission may and should grant Telrite’s application for ETC status.

3. Telrite has the financial and technical capability to provide Lifeline service. As part of the Lifeline Reform Order, the FCC amended its rules to require a carrier seeking designation as a Lifeline-only ETC to demonstrate that it is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.¹⁶ Telrite satisfies these criteria as evidenced by the financial statements attached as **Exhibit H**.

4. Telrite has been offering Lifeline service to customers since October, 2010. Telrite also offers several other telecommunication services in addition to its Lifeline service. In

¹⁴ See Federal-State Joint Board on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel. March 17, 2005).

¹⁵ Federal-State Joint Board on Universal Service; Cellco Partnership d/b/a Bell Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier, *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec. 26, 2000) (hereinafter “*Cellco Partnership*”) (“For those areas served by non-rural telephone companies, such as the state of Delaware, we believe that designation of an additional ETC based upon a demonstration that the requesting carrier complies with the statutory eligibility obligations of section 214(e)(1) is *consistent per se with the public interest*. The carrier need make *no further showing* to satisfy this requirement.”) (emphasis added).

¹⁶ In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, *Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6 2012) (“Lifeline Reform Order”).

2011, the wireline services offered by Telrite produced substantial net income. This revenue was generated from more than 30,000 customers of Telrite's local and long distance service, which Telrite has been providing for over 10 years. In sum, Telrite has access to sufficient funds to run its business and is not solely dependent on reimbursements from the Fund. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

5. Telrite attaches as **Exhibit "C"** a current list of its officers, along with biographical information for each, showing that it has the expertise necessary to provide the services specified herein.

6. Telrite will offer all required services and functionalities. Section 214(e)(1)(A) of the Act¹⁷ requires an ETC to offer the services that are supported by federal universal service support mechanisms under section 254(c). Effective December 29, 2011, pursuant to the USF/ICC Transformation Order¹⁸, as further clarified by the USF/ICC Order on Reconsideration¹⁹, the FCC eliminated its former list of nine supported services and amended section 54.101(a) of its rules to specify that "voice telephony service" is supported by the federal

¹⁷ 47 U.S.C. § 214(e)(1).

¹⁸ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) ("USF/ICC Transformation Order").

¹⁹ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011) ("USF/ICC Order on Reconsideration").

universal service mechanisms. The amended Section 54.101(a) and its list of supported services reads as follows:

5. § 54.101 Supported services for rural, insular and high cost areas.

6. (a) Services designated for support. Voice telephony service shall be supported by federal universal service support mechanisms. The functionalities of eligible voice telephony services include voice grade access to the public switched network or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; and toll limitation for qualifying low-income consumers (as described in subpart E of this part).

7. Upon designation as an ETC in South Carolina, and consistent with state and federal policies favoring universal service, Telrite will offer voice telephony services as described in the amended Section 54.101 of the FCC Rules.²⁰ To the extent that the Commission continues to require ETCs to provide those services supported by federal universal service support mechanisms previously enumerated in 47 C.F.R. § 54.101(a), Telrite commits to continue to satisfy state voice service requirements.²¹

8. The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and enhanced 911 ("E911") where available and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, the Company will comply with the Commission's forbearance grant conditions

²⁰ 47 C.F.R. §§ 54.101(a).

²¹ USF/ICC Transformation Order at ¶ 82.

relating to the provision of 911 and E911 services and handsets. Telrite also commits to remit 911 revenues to local authorities. The Company commits to pay in a timely manner all applicable federal, state and local regulatory fees, including but not limited to universal service and E911 fees.²²

9. Telrite will not provide toll limitation service (“TLS”), which allows low-income consumers to avoid unexpected toll charges. However, since the Company is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their minutes. Further, the Company, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the Lifeline Reform Order, subscribers to such services are not considered to have voluntarily elected to receive TLS.²³

10. Telrite will provide wireless service through resale. Under Section 214(e)(1)(A) of the Act, an ETC must offer the services supported by federal universal service support mechanisms throughout its designated service area “either using its own facilities or a combination of its own facilities and resale of another carrier’s services.”²⁴ In its Lifeline Reform Order, the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate in the Lifeline program, conditioned on the ETC’s compliance with certain 911 requirements and the ETC’s filing with and approval by the FCC of a compliance

²² See TracFone Wireless, Inc. Petition to Rescind State 911/E911 Condition, FCC Docket No. 96-45 (May 3, 2010).

²³ Lifeline Reform Order at ¶ 230.

²⁴ 47 U.S.C. § 214(e)(1)(A).

plan describing the ETC's adherence to certain protections prescribed by the FCC ("Blanket Forbearance").

11. Telrite seeks limited ETC designation in South Carolina to participate in the Lifeline program and has opted to pursue Blanket Forbearance. On March 12, 2012, Telrite filed its Compliance Plan ("Compliance Plan") with the FCC. On April 10, 2012 Telrite filed a revised version of its Compliance Plan. After meeting with FCC Staff, Telrite filed an Amended Compliance Plan with the FCC. A copy of the Amended Compliance Plan as filed on July 27, 2012, is attached hereto as **Exhibit "D"**.²⁵ Telrite will provide the Commission a copy of the FCC's approval of the Compliance Plan when received.

12. Telrite, in its provision of wireless services, will offer resold services which Telrite will obtain from its underlying wireless provider, AT&T. This extended footprint allows Telrite to provide expanded coverage throughout otherwise underserved markets.

13. Telrite has developed and implemented a diverse network that delivers all of the services required by the federal Lifeline guidelines, and employs AT&T to ensure ubiquitous coverage.

14. Through its service arrangements, Telrite is able to offer all of the services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules, throughout its Service Area.

15. Telrite will advertise the availability of the supported services. The FCC adopted specific requirements for Lifeline advertising in its Lifeline Reform Order with which the

²⁵ The Company's Compliance Plan filed with the FCC is a public document and subject to comment at the FCC, which has determined to treat the filing as a "permit-but-disclose" proceeding in accordance with the FCC's *ex parte* rules, found at 47 C.F.R. §§ 1.1200 *et seq.* See, *FCC Public Notice DA 12-314*, WC Docket Nos. 09-197, 11-42, Released February 29, 2012.

Company will comply.²⁶ Within the deadline provided in the Lifeline Reform Order, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) documentation necessary for enrollment; (7) Telrite's name (the ETC); and (8) notice that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.²⁷ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.²⁸ This specifically includes the Company's website and outdoor signage.²⁹

16. Telrite is fully prepared to and will comply with federal requirements that it advertise the availability of its services throughout its Service Area using media of general distribution.³⁰ Telrite further commits that it will also publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service.³¹ Telrite specifically targets its advertising so as to reach its intended market base of low-income consumers who otherwise would be without service, or unaware of the program's availability

²⁶ Lifeline Reform Order at ¶¶ 275-82.

²⁷ Lifeline Reform Order at ¶ 275.

²⁸ Id.

²⁹ Id.

³⁰ 47 C.F.R. § 54.201(d)(2).

³¹ 47 C.F.R. §§ 54.405(b).

and benefits. Accordingly, more low-income South Carolina residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Telrite's service. A sample of Telrite's planned advertising is attached hereto as **Exhibit "E."**

D. Telrite Will Meet the Additional Requirements for Designation Established by the Commission and the FCC's Regulations

The requirements for designation of ETCs were recently amended by the FCC. Effective April 2, 2012, 47 C.F.R. § 54.202 imposes a number of changed requirements in order to be designated an ETC under Section 214(e)(6). Telrite will comply with the requirements of 47 C.F.R. § 54.202, effective April 2, 2012, and will comply with the South Carolina requirements for initial designation pursuant to 26 S.C. Code Regs. 103-690 as illustrated below.

1. **Commitment to Provide Service**
26 S.C. Code Regs. 103-690(C)(a)(1)(A)

Telrite hereby makes a commitment to provide service throughout its proposed ETC designated service area to all customers who make a reasonable request for service. If Telrite's network already passes or covers the potential customer's premises, Telrite will provide service immediately. For those instances where a request comes from a potential customer within Applicant's proposed ETC Designated Area but outside its existing network coverage, Applicant will provide service within a reasonable period of time if service can be provided at a reasonable cost utilizing one or more of the following methods: (1) modifying or replacing the requesting customer's equipment; (2) deploying a roof-mounted antenna or other equipment; (3) adjusting network or customer facilities; or (4) reselling services from another carrier's facilities to provide service.

Telrite not only commits to provide service throughout its Service Area, but also commits to provide universal service in a timely manner to all customers who make a reasonable request for service pursuant to the FCC Rules.³² If designated as a wireless ETC, Telrite will provide service throughout its Service Area through a combination of its own facilities and the resale of services. Telrite is willing to accept carrier of last resort obligations throughout the universal service areas in which Telrite is designated as an ETC by the Commission.

2. **Advertising and Outreach Program**
26 S.C. Code Regs. 103-690(C)(a)(1)(C) & (a)(7)

This section requires an applicant to submit a two-year plan that describes the carrier's plans for advertising and outreach programs for indentifying, qualifying and enrolling eligible participants in the Lifeline program. Telrite will announce and advertise telecommunications services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income South Carolina residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Telrite's service. A sample of Telrite's planned advertising is attached hereto as **Exhibit "E."**

The FCC adopted specific requirements for Lifeline advertising in its *Lifeline Reform Order* with which the Company will comply.³³ Within the deadline provided in the *Lifeline Reform Order*, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a

³² 47 C.F.R. § 54.202(a)(1) also requires the submission of a five-year plan demonstrating how high-cost universal service support will be used to improve the ETC's coverage, service quality and capacity. This requirement, however, is inapplicable to this application, since Telrite is not seeking high-cost assistance.

³³ Lifeline Reform Order at ¶¶ 275-82.

government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) documentation necessary for enrollment; (7) Telrite's name (the ETC); and (8) notice that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.³⁴ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.³⁵ This specifically includes the Company's website and outdoor signage.³⁶

Telrite is fully prepared to and will comply with the federal and state requirements that it advertise the availability of its services throughout its Service Area using media of general distribution.³⁷ Telrite further commits that it will also publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service.³⁸ Telrite advertises the availability and prices of its services through a variety of media including its extensive retail distribution network which includes retail locations in South Carolina and nationwide as well as from Telrite's website, www.lifewireless.com, and other online outlets. Accordingly, more low-income South Carolina residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Telrite's service. A sample of Telrite's planned advertising is

³⁴ Lifeline Reform Order at ¶ 275.

³⁵ Id.

³⁶ Id.

³⁷ 47 C.F.R. § 54.201(d)(2).

³⁸ 47 C.F.R. §§ 54.405(b).

attached hereto as **Exhibit “E.”** 26 S.C. Code Regs. 103-690(C)(a)(7) requires an acknowledgement that the company will advertise in a media of general distribution the availability of its Lifeline services and the applicable charges. Telrite makes this acknowledgement in the Affidavit of Telrite’s President Brian Lisle attached as **Exhibit “H.”**

3. Ability to Remain Functional in Emergency Situation
26 S.C. Code Regs. 103-690(C)(a)(2) and 47 C.F.R. § 54.202(a)(2),

Telrite has the ability to remain functional in emergency situations. Since Telrite is providing service to its customers through the use of facilities obtained from other carriers it is able to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, re-routing of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.

Telrite, as well as its underlying carrier, AT&T, have created back-up systems to ensure full functionality in the event of a loss of power or network functionality. And, Telrite’s switching facilities are housed in a carrier-class data center with fully redundant power and HVAC, a controlled temperature and humidity environment, fire-threat detection and suppression, year-round critical monitoring and secure access with biometric security. The facility features redundant generators and redundant fiber optic connectivity. The data center is a reinforced concrete building located in a secure area and collocated with the area electrical utility headquarters. It is powered from separate paths independent of any one electrical generation plant. All systems within the facility are implemented on redundant servers, each with redundant data network and power.

**4. Consumer Protection and Commitment to Provide Quality Service
26 S.C. Code Regs. 103-690(C)(a)(3) and 47 C.F.R. 54.202(a)(1) & (2)**

An ETC applicant must demonstrate that it will satisfy all consumer protection and service quality standards pursuant to 26 S.C. Code Reg. 103-690(C)(a)(3). The Commission and the FCC have determined that a commitment by wireless applicants to comply with Consumer Code for Wireless Service – adopted by the Cellular Telecommunications and Internet Association’s (“CTIA”) satisfies this requirement.³⁹ Per the requirements of 47 C.F.R. § 202(a)(1)(i) Telrite certifies that it will comply with the service requirements applicable to the low-income support it receives as a result of designation as an ETC for purposes of receiving Lifeline.

Telrite will satisfy all consumer privacy protection standards as provided in 47 C.F.R. § 64, Subpart U as applicable and will protect Customer Proprietary Network Information (“CPNI”) as required by state and federal law and will certify compliance with the same on an annual basis.⁴⁰

On an annual basis Telrite will certify its compliance with the CTIA Consumer Code and report the number consumer complaints or trouble reports per 1,000 handsets or access lines consistent with the FCC’s *USF Order*⁴¹ and 26 S.C. Code Reg. 103-690(B)(a) and (b)(4). Telrite in general commits to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

³⁹ 47 C.F.R. § 54.202(a)(3). See certification attached as Exhibit H.

⁴⁰ See Exhibit H.

⁴¹ Federal-State Joint Board on Universal Service, First Report and Order, 12 FCC Rcd 8776 at ¶ 4 (1997) (“USF Order”).

5. Comparable Local Usage / Rate Plan
26 S.C. Code Regs. 103-690(C)(a)(4)

As described previously Telrite offers a local usage plan comparable to that offered by the ILEC in the Service Area for which it seeks designation as required by 26 S.C. Code Regs. 103-690(C)(a)(4).

6. Equal Access
26 S.C. Code Regs. 103-690(C)(a)(5) and 47 C.F.R. § 54.202(a)(5)

Telrite will provide equal access to long distance carriers, to the extent to which it is able to do so⁴². South Carolina requires an acknowledgement from a prospective ETC that it may be required to “provide equal access to long distance carriers in the event no other eligible telecommunications carrier is providing equal access within the designated service area.” 26 S.C. Code Regs. 103-690(C)(a)(5) and 47 C.F.R. § 54.202(a)(5). See Affidavit of Brian Lisle attached as **Exhibit “I.”**

7. Universal Service Support
26 S.C. Code Regs. 103-690(C)(a)(6)

As described earlier, Section 214(e)(1)(A) of the Act requires an ETC to offer the services supported by federal universal service support mechanisms throughout its designated service area “either using its own facilities or a combination of its own facilities and resale of another carrier’s services.”⁴³ As described earlier, Telrite will provide wireless service through resale and is pursuing Blanket Forbearance from the FCC.

⁴² The FCC’s rules no longer require an applicant to acknowledge that the FCC may require it to provide equal access to long distance carriers. See *Lifeline and Linkup Reform Order*, p. 208, revised § 54.202(a).

⁴³ 47 U.S.C. § 214(e)(1)(A).

**8. Financial and Technical Showing
47 C.F.R. § 54.201(h)**

Telrite has the financial and technical capability to provide Lifeline service. As part of the *Lifeline Reform Order*, the FCC amended its rules to require a carrier seeking designation as a Lifeline-only ETC to demonstrate that it is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.⁴⁴ Telrite satisfies these criteria.

Telrite generates substantial revenues from non-Lifeline services and has access to capital from its investors. Telrite currently provides prepaid wireless services to more than 650,000 customers. Consequently, the Company has not relied, and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state. *See also Exhibit “D,”* p. 13-14.

V. DESIGNATION OF TELRITE AS AN ETC IN THE STATE OF SOUTH CAROLINA SERVES THE PUBLIC INTEREST CONSISTENT WITH THE FCC’S REQUIREMENTS AND 26 S.C. CODE REGS. § 103-690(C)(b)

The FCC has previously held that designating a competitor as an ETC in areas served by non-rural ILECs is *per se* in the public interest.⁴⁵ The Commission must determine that Telrite’s designation is in the public interest by considering (1) the benefits of increased consumer choice and (2) the unique advantages and disadvantages of Telrite’s service offering pursuant to 26 S.C. Code Regs. § 103-690(C)(b). These are the same factors used by the FCC.⁴⁶ Telrite submits that

⁴⁴ In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6 2012) (“Lifeline Reform Order”).

⁴⁵ *See Cellco Partnership*, 16 FCC Rcd, at 45.

⁴⁶ 47 U.S.C. § 54.202(c).

the public interest benefits of designating Telrite as an ETC include (1) a larger local calling area and expanded coverage area via multiple underlying carriers (as compared to traditional wireline carriers and single wireless carriers); (2) the convenience, portability, and security afforded by mobile telephone service; (3) the opportunity for customers to control cost by receiving a pre-set amount of flat-rate monthly airtime; (4) the ability to purchase additional low-cost usage at multiple convenient locations in the event that included usage has been exhausted; (5) the ability of users to use the supported service to send and receive “SMS” or text messages as well as the option to send data and access the public internet; and (6) 911 and, where available, enhanced 911 service in accordance with current FCC requirements. In addition, the inclusion of domestic telephone toll calling as a part of Telrite’s flat-rate wireless offering allows consumers to avoid the risks of becoming burdened with significant and unexpected per-minute charges for domestic telephone toll and overage charges. These per-minute overruns form the basis of a substantial number of consumer complaints to state and federal regulators. Accordingly, Telrite’s offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

A. The Benefits of Increased Competitive Choice

The FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.⁴⁷ This is of particular interest in cases where wireless providers like Telrite seek to provide service as an alternative to the ILEC. In the *Highland Cellular* case, the FCC recognized and affirmed that some households may not have access to the public switched

⁴⁷ See e.g. *Specialized Common Carrier Services*, 29 FCC2d 870 (1971).

network as provided by the ILEC.⁴⁸ The availability of a wireless competitor benefits all consumers. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by Telrite will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

Added together, Telrite expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select Telrite's low-income wireless Lifeline service in lieu of the more traditional wireline or wireless services.

Designation of Telrite as an ETC also creates competitive pressure for other wireline and wireless providers within the proposed service areas. In order to remain competitive in low-income markets, therefore, all carriers will have greater incentives to improve networks, increase service offerings and lower prices. This results in improved consumer services and, consistent with federal law, benefits consumers by allowing Telrite to offer the services designated for support at rates that are "just, reasonable, and affordable."⁴⁹

B. Unique Advantages of Telrite's Service Offerings

Telrite will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services. Detailed information on Telrite's service offerings was provided in a previous section.

⁴⁸ Federal-State Joint Bd. on Universal Serv., Highland Cellular, Inc., *Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

⁴⁹ 47 U.S.C. § 254(b)(1).

Telrite's standard customer terms and conditions in connection with its wireless service offering can be found at www.lifewireless.com.

Telrite's Lifeline service is available with no credit check, deposit requirement, minimum service periods, or early termination fees. These services will be an attractive and affordable alternative to all consumers, without regard to age, residency, or credit worthiness.

Designation of Telrite as an ETC benefits the public interest of low-income consumers throughout Telrite's Service Area. Approval of Telrite's ETC Application will serve the public interest by increasing participation of qualified consumers in the Lifeline program in the State of South Carolina.

C. Impact on the Universal Service Fund

Designation of Telrite as an ETC will not pose any adverse effect in the growth in the high-cost portions of the USF, nor will it create or contribute to an erosion of high-cost funding from any rural or non-rural telephone company. The FCC reaffirmed this position when it stated that "the potential growth of the fund associated with high-cost support distributed to competitive ETCs" is not relevant to carriers seeking support associated with the low-income program.⁵⁰

The FCC also recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that "any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline program, furthering the statutory goal of providing access to low-income consumers."⁵¹ It is also vital to recognize that in the case of Lifeline support, an ETC

⁵⁰ Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) ("[TracFone Forbearance Order](#)") at ¶ 17.

⁵¹ [TracFone Forbearance Order](#), at ¶ 17.

receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC obtains a Lifeline customer from another ETC, only the “capturing” ETC provides Lifeline discounts and as a result, only the “capturing” ETC receives support reimbursement.

Designation of Telrite as an ETC benefits the public interest of low-income consumers throughout Telrite’s Service Area. Approval of Telrite’s ETC Application will serve the public interest by increasing participation of qualified consumers in the Lifeline program in the State of South Carolina. It will also increase the number of carriers eligible for federal USF support, thereby proportionately increasing the amount of federal USF dollars available to South Carolina consumers. Granting ETC status to Telrite will contribute to more South Carolina residents receiving Lifeline, thereby increasing the amount of federal USF dollars flowing into and thereby benefiting South Carolina residents. In short, South Carolina residents will get more of their money back.

VI. ANNUAL REPORTING REQUIREMENTS

Consistent with the requirements of 47 C.F.R. § 54.422 (effective April 2, 2012) and with 26 S.C. Code Regs. 103-690.1 Telrite will comply with the federal and state annual reporting requirements.

Pursuant to 26 S.C. Code Regs. 103-690(C)(a)(5) through (7), Applicant attaches **Exhibit “H,”** an Affidavit and Certification signed by an officer of Telrite.

VII. STATE UNIVERSAL SERVICE FUND AND ANNUAL ASSESSMENT.

If the designations sought herein are granted, U-Lifeline will be supporting Universal Service in South Carolina based on its total South Carolina retail end user revenues, and will pay the annual assessment required by S.C. Code Ann. § 58-3-100.

VIII. CONCLUSION

WHEREFORE, premises considered, having demonstrated herein that Telrite satisfies all the conditions of eligibility necessary for designation as an ETC in South Carolina, and having shown that the public and universal service interests of the telecommunications consumers of the State of South Carolina will be properly served, Telrite respectfully requests that the Commission promptly grant this Application and designate Telrite Corporation d/b/a Life Wireless as a wireless eligible telecommunications carrier.

Dated this ____ day of August, 2012

Respectfully Submitted,

**TELRITE CORPORATION D/B/A LIFE
WIRELESS**

By: _____

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LIFE WIRELESS*

EXHIBITS

Exhibit A	-	Wire Centers
Exhibit B	-	Articles of Incorporation and State Authorization
Exhibit C	-	Officers
Exhibit D	-	Amended Compliance Plan
Exhibit E	-	Sample Advertising
Exhibit F	-	Terms of Service
Exhibit G	-	Handsets
Exhibit H	-	Financial Statements
Exhibit I		Affidavit and Certification

EXHIBIT “A”
WIRE CENTERS

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29512	BENNETTSVILLE	Marlboro	SC	006661001453	BENNETTSVL SC
29516	BLENHEIM	Marlboro	SC	006661001453	BENNETTSVL SC
29525	CLIO	Marlboro	SC	006661001453	BENNETTSVL SC
29570	MC COLL	Marlboro	SC	006661001453	BENNETTSVL SC
29594	TATUM	Marlboro	SC	006661001453	BENNETTSVL SC
29520	CHERAW	Chesterfield	SC	006676001527	CHESTERFLD SC
29709	CHESTERFIELD	Chesterfield	SC	006676001527	CHESTERFLD SC
29101	MC BEE	Chesterfield	SC	006676001527	CHESTERFLD SC
29727	MOUNT CROGHAN	Chesterfield	SC	006676001527	CHESTERFLD SC
29728	PAGELAND	Chesterfield	SC	006676001527	CHESTERFLD SC
29596	WALLACE	Marlboro	SC	006676001527	CHESTERFLD SC
29703	BOWLING GREEN	York	SC	006714001745	CLOVER SC
29710	CLOVER	York	SC	006714001745	CLOVER SC
29704	CATAWBA	York	SC	006730001692	ROCK HILL SC
29707	FORT MILL	Lancaster	SC	006730001692	ROCK HILL SC
29708	FORT MILL	York	SC	006730001692	ROCK HILL SC
29715	FORT MILL	York	SC	006730001692	ROCK HILL SC
29716	FORT MILL	York	SC	006730001692	ROCK HILL SC
29717	HICKORY GROVE	York	SC	006730001692	ROCK HILL SC
29726	MC CONNELLS	York	SC	006730001692	ROCK HILL SC
29730	ROCK HILL	York	SC	006730001692	ROCK HILL SC
29731	ROCK HILL	York	SC	006730001692	ROCK HILL SC
29732	ROCK HILL	York	SC	006730001692	ROCK HILL SC
29733	ROCK HILL	York	SC	006730001692	ROCK HILL SC
29734	ROCK HILL	York	SC	006730001692	ROCK HILL SC
29743	SMYRNA	York	SC	006730001692	ROCK HILL SC
29745	YORK	York	SC	006730001692	ROCK HILL SC
29702	BLACKSBURG	Cherokee	SC	006739001790	BLACKSBURG SC
29340	GAFFNEY	Cherokee	SC	006739001790	BLACKSBURG SC
29341	GAFFNEY	Cherokee	SC	006739001790	BLACKSBURG SC
29342	GAFFNEY	Cherokee	SC	006739001790	BLACKSBURG SC
29532	DARLINGTON	Darlington	SC	006741001484	HARTSVILLE SC
29540	DARLINGTON	Darlington	SC	006741001484	HARTSVILLE SC
29550	HARTSVILLE	Darlington	SC	006741001484	HARTSVILLE SC
29551	HARTSVILLE	Darlington	SC	006741001484	HARTSVILLE SC
29069	LAMAR	Darlington	SC	006741001484	HARTSVILLE SC
29079	LYDIA	Darlington	SC	006741001484	HARTSVILLE SC
29593	SOCIETY HILL	Darlington	SC	006741001484	HARTSVILLE SC
29519	CENTENARY	Marion	SC	006744001417	FLORENCE SC
29536	DILLON	Dillon	SC	006744001417	FLORENCE SC
29541	EFFINGHAM	Florence	SC	006744001417	FLORENCE SC
29501	FLORENCE	Florence	SC	006744001417	FLORENCE SC
29502	FLORENCE	Florence	SC	006744001417	FLORENCE SC
29503	FLORENCE	Florence	SC	006744001417	FLORENCE SC
29504	FLORENCE	Florence	SC	006744001417	FLORENCE SC
29505	FLORENCE	Florence	SC	006744001417	FLORENCE SC
29506	FLORENCE	Florence	SC	006744001417	FLORENCE SC
29547	HAMER	Dillon	SC	006744001417	FLORENCE SC
29563	LAKE VIEW	Dillon	SC	006744001417	FLORENCE SC
29565	LATTA	Dillon	SC	006744001417	FLORENCE SC
29567	LITTLE ROCK	Dillon	SC	006744001417	FLORENCE SC
29571	MARION	Marion	SC	006744001417	FLORENCE SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29574	MULLINS	Marion	SC	006744001417	FLORENCE SC
29589	RAINS	Marion	SC	006744001417	FLORENCE SC
29592	SELLERS	Marion	SC	006744001417	FLORENCE SC
29161	TIMMONSVILLE	Florence	SC	006744001417	FLORENCE SC
29714	FORT LAWN	Chester	SC	006744001629	LANCASTER SC
29055	GREAT FALLS	Chester	SC	006744001629	LANCASTER SC
29058	HEATH SPRINGS	Lancaster	SC	006744001629	LANCASTER SC
29067	KERSHAW	Lancaster	SC	006744001629	LANCASTER SC
29720	LANCASTER	Lancaster	SC	006744001629	LANCASTER SC
29721	LANCASTER	Lancaster	SC	006744001629	LANCASTER SC
29722	LANCASTER	Lancaster	SC	006744001629	LANCASTER SC
29744	VAN WYCK	Lancaster	SC	006744001629	LANCASTER SC
29511	AYNOR	Horry	SC	006751001235	WMYRTLEBCH SC
29526	CONWAY	Horry	SC	006751001235	WMYRTLEBCH SC
29527	CONWAY	Horry	SC	006751001235	WMYRTLEBCH SC
29528	CONWAY	Horry	SC	006751001235	WMYRTLEBCH SC
29544	GALIVANTS FERRY	Horry	SC	006751001235	WMYRTLEBCH SC
29545	GREEN SEA	Horry	SC	006751001235	WMYRTLEBCH SC
29566	LITTLE RIVER	Horry	SC	006751001235	WMYRTLEBCH SC
29568	LONGS	Horry	SC	006751001235	WMYRTLEBCH SC
29569	LORIS	Horry	SC	006751001235	WMYRTLEBCH SC
29576	MURRELLS INLET	Horry	SC	006751001235	WMYRTLEBCH SC
29572	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29575	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29577	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29578	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29579	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29587	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29588	MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29581	NICHOLS	Horry	SC	006751001235	WMYRTLEBCH SC
29582	NORTH MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29597	NORTH MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29598	NORTH MYRTLE BEACH	Horry	SC	006751001235	WMYRTLEBCH SC
29010	BISHOPVILLE	Lee	SC	006787001492	BISHOPVL SC
29046	ELLIOTT	Lee	SC	006787001492	BISHOPVL SC
29080	LYNCHBURG	Lee	SC	006787001492	BISHOPVL SC
29014	BLACKSTOCK	Chester	SC	006788001695	CHESTER SC
29706	CHESTER	Chester	SC	006788001695	CHESTER SC
29712	EDGEMOOR	Chester	SC	006788001695	CHESTER SC
29724	LANDO	Chester	SC	006788001695	CHESTER SC
29729	RICHBURG	Chester	SC	006788001695	CHESTER SC
29554	HEMINGWAY	Williamsburg	SC	006795001315	HEMINGWAY SC
29530	COWARD	Florence	SC	006795001381	SCRANTON SC
29555	JOHNSONVILLE	Florence	SC	006795001381	SCRANTON SC
29560	LAKE CITY	Florence	SC	006795001381	SCRANTON SC
29114	OLANTA	Florence	SC	006795001381	SCRANTON SC
29583	PAMPLICO	Florence	SC	006795001381	SCRANTON SC
29591	SCRANTON	Florence	SC	006795001381	SCRANTON SC
29320	ARCADIA	Spartanburg	SC	006811001833	SPARTANBG SC
29316	BOILING SPRINGS	Spartanburg	SC	006811001833	SPARTANBG SC
29318	BOILING SPRINGS	Spartanburg	SC	006811001833	SPARTANBG SC
29322	CAMPOBELLO	Spartanburg	SC	006811001833	SPARTANBG SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29323	CHESNEE	Spartanburg	SC	006811001833	SPARTANBG SC
29324	CLIFTON	Spartanburg	SC	006811001833	SPARTANBG SC
29329	CONVERSE	Spartanburg	SC	006811001833	SPARTANBG SC
29330	COWPENS	Spartanburg	SC	006811001833	SPARTANBG SC
29331	CROSS ANCHOR	Spartanburg	SC	006811001833	SPARTANBG SC
29333	DRAYTON	Spartanburg	SC	006811001833	SPARTANBG SC
29334	DUNCAN	Spartanburg	SC	006811001833	SPARTANBG SC
29335	ENOREE	Spartanburg	SC	006811001833	SPARTANBG SC
29336	FAIRFOREST	Spartanburg	SC	006811001833	SPARTANBG SC
29338	FINGERVILLE	Spartanburg	SC	006811001833	SPARTANBG SC
29346	GLENDALE	Spartanburg	SC	006811001833	SPARTANBG SC
29348	GRAMLING	Spartanburg	SC	006811001833	SPARTANBG SC
29349	INMAN	Spartanburg	SC	006811001833	SPARTANBG SC
29365	LYMAN	Spartanburg	SC	006811001833	SPARTANBG SC
29368	MAYO	Spartanburg	SC	006811001833	SPARTANBG SC
29369	MOORE	Spartanburg	SC	006811001833	SPARTANBG SC
29372	PACOLET	Spartanburg	SC	006811001833	SPARTANBG SC
29373	PACOLET MILLS	Spartanburg	SC	006811001833	SPARTANBG SC
29374	PAULINE	Spartanburg	SC	006811001833	SPARTANBG SC
29375	REIDVILLE	Spartanburg	SC	006811001833	SPARTANBG SC
29376	ROEBUCK	Spartanburg	SC	006811001833	SPARTANBG SC
29301	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29302	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29303	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29304	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29305	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29306	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29307	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29319	SPARTANBURG	Spartanburg	SC	006811001833	SPARTANBG SC
29377	STARTEX	Spartanburg	SC	006811001833	SPARTANBG SC
29378	UNA	Spartanburg	SC	006811001833	SPARTANBG SC
29385	WELLFORD	Spartanburg	SC	006811001833	SPARTANBG SC
29386	WHITE STONE	Spartanburg	SC	006811001833	SPARTANBG SC
29388	WOODRUFF	Spartanburg	SC	006811001833	SPARTANBG SC
29009	BETHUNE	Kershaw	SC	006816001551	CAMDEN SC
29020	CAMDEN	Kershaw	SC	006816001551	CAMDEN SC
29021	CAMDEN	Kershaw	SC	006816001551	CAMDEN SC
29032	CASSATT	Kershaw	SC	006816001551	CAMDEN SC
29045	ELGIN	Kershaw	SC	006816001551	CAMDEN SC
29078	LUGOFF	Kershaw	SC	006816001551	CAMDEN SC
29175	WESTVILLE	Kershaw	SC	006816001551	CAMDEN SC
29321	BUFFALO	Union	SC	006825001759	UNION SC
29353	JONESVILLE	Union	SC	006825001759	UNION SC
29395	JONESVILLE	Union	SC	006825001759	UNION SC
29379	UNION	Union	SC	006825001759	UNION SC
29015	BLAIR	Fairfield	SC	006836001639	WINNSBORO SC
29074	LIBERTY HILL	Kershaw	SC	006836001639	WINNSBORO SC
29132	RION	Fairfield	SC	006836001639	WINNSBORO SC
29180	WINNSBORO	Fairfield	SC	006836001639	WINNSBORO SC
29130	RIDGEWAY	Fairfield	SC	006838001611	RIDGEWAY SC
29040	DALZELL	Sumter	SC	006847001482	NO SUMTER SC
29062	HORATIO	Sumter	SC	006847001482	NO SUMTER SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29128	REMBERT	Sumter	SC	006847001482	NO SUMTER SC
29152	SHAW A F B	Sumter	SC	006847001482	NO SUMTER SC
29153	SUMTER	Sumter	SC	006847001482	NO SUMTER SC
29168	WEDGEFIELD	Sumter	SC	006847001482	NO SUMTER SC
29518	CADES	Williamsburg	SC	006848001364	KINGSTREE SC
29056	GREELEYVILLE	Williamsburg	SC	006848001364	KINGSTREE SC
29556	KINGSTREE	Williamsburg	SC	006848001364	KINGSTREE SC
29564	LANE	Williamsburg	SC	006848001364	KINGSTREE SC
29580	NESMITH	Williamsburg	SC	006848001364	KINGSTREE SC
29590	SALTERS	Williamsburg	SC	006848001364	KINGSTREE SC
29510	ANDREWS	Georgetown	SC	006849001248	GEORGETOWN SC
29440	GEORGETOWN	Georgetown	SC	006849001248	GEORGETOWN SC
29442	GEORGETOWN	Georgetown	SC	006849001248	GEORGETOWN SC
29585	PAWLEYS ISLAND	Georgetown	SC	006849001248	GEORGETOWN SC
29104	MAYESVILLE	Sumter	SC	006852001472	SUMTER SC
29125	PINEWOOD	Sumter	SC	006852001472	SUMTER SC
29150	SUMTER	Sumter	SC	006852001472	SUMTER SC
29151	SUMTER	Sumter	SC	006852001472	SUMTER SC
29154	SUMTER	Sumter	SC	006852001472	SUMTER SC
29635	CLEVELAND	Greenville	SC	006873001894	GREENVILLE SC
29636	CONESTEE	Greenville	SC	006873001894	GREENVILLE SC
29644	FOUNTAIN INN	Greenville	SC	006873001894	GREENVILLE SC
29601	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29602	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29603	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29604	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29605	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29606	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29607	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29608	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29609	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29610	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29611	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29612	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29613	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29614	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29615	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29616	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29617	GREENVILLE	Greenville	SC	006873001894	GREENVILLE SC
29650	GREER	Greenville	SC	006873001894	GREENVILLE SC
29651	GREER	Greenville	SC	006873001894	GREENVILLE SC
29652	GREER	Greenville	SC	006873001894	GREENVILLE SC
29356	LANDRUM	Spartanburg	SC	006873001894	GREENVILLE SC
29661	MARIETTA	Greenville	SC	006873001894	GREENVILLE SC
29662	MAULDIN	Greenville	SC	006873001894	GREENVILLE SC
29673	PIEDMONT	Greenville	SC	006873001894	GREENVILLE SC
29680	SIMPSONVILLE	Greenville	SC	006873001894	GREENVILLE SC
29681	SIMPSONVILLE	Greenville	SC	006873001894	GREENVILLE SC
29683	SLATER	Greenville	SC	006873001894	GREENVILLE SC
29687	TAYLORS	Greenville	SC	006873001894	GREENVILLE SC
29688	TIGERVILLE	Greenville	SC	006873001894	GREENVILLE SC
29690	TRAVELERS REST	Greenville	SC	006873001894	GREENVILLE SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29001	ALCOLU	Clarendon	SC	006879001427	MANNING SC
29041	DAVIS STATION	Clarendon	SC	006879001427	MANNING SC
29051	GABLE	Clarendon	SC	006879001427	MANNING SC
29102	MANNING	Clarendon	SC	006879001427	MANNING SC
29111	NEW ZION	Clarendon	SC	006879001427	MANNING SC
29143	SARDINIA	Clarendon	SC	006879001427	MANNING SC
29148	SUMMERTON	Clarendon	SC	006879001427	MANNING SC
29162	TURBEVILLE	Clarendon	SC	006879001427	MANNING SC
29002	BALLENTINE	Richland	SC	006901001589	COLUMBIA SC
29016	BLYTHEWOOD	Richland	SC	006901001589	COLUMBIA SC
29033	CAYCE	Lexington	SC	006901001589	COLUMBIA SC
29201	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29202	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29203	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29204	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29205	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29206	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29207	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29208	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29209	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29210	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29211	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29212	COLUMBIA	Lexington	SC	006901001589	COLUMBIA SC
29214	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29215	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29216	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29217	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29218	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29219	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29220	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29221	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29222	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29223	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29224	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29225	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29226	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29227	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29228	COLUMBIA	Lexington	SC	006901001589	COLUMBIA SC
29229	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29230	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29240	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29250	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29260	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29290	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29292	COLUMBIA	Richland	SC	006901001589	COLUMBIA SC
29044	EASTOVER	Richland	SC	006901001589	COLUMBIA SC
29052	GADSDEN	Richland	SC	006901001589	COLUMBIA SC
29053	GASTON	Lexington	SC	006901001589	COLUMBIA SC
29061	HOPKINS	Richland	SC	006901001589	COLUMBIA SC
29063	IRMO	Richland	SC	006901001589	COLUMBIA SC
29071	LEXINGTON	Lexington	SC	006901001589	COLUMBIA SC
29072	LEXINGTON	Lexington	SC	006901001589	COLUMBIA SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29073	LEXINGTON	Lexington	SC	006901001589	COLUMBIA SC
29147	STATE PARK	Richland	SC	006901001589	COLUMBIA SC
29169	WEST COLUMBIA	Lexington	SC	006901001589	COLUMBIA SC
29170	WEST COLUMBIA	Lexington	SC	006901001589	COLUMBIA SC
29171	WEST COLUMBIA	Lexington	SC	006901001589	COLUMBIA SC
29172	WEST COLUMBIA	Lexington	SC	006901001589	COLUMBIA SC
29177	WHITE ROCK	Richland	SC	006901001589	COLUMBIA SC
29325	CLINTON	Laurens	SC	006903001796	LAURESURL SC
29332	CROSS HILL	Laurens	SC	006903001796	LAURESURL SC
29645	GRAY COURT	Laurens	SC	006903001796	LAURESURL SC
29351	JOANNA	Laurens	SC	006903001796	LAURESURL SC
29360	LAURENS	Laurens	SC	006903001796	LAURESURL SC
29370	MOUNTVILLE	Laurens	SC	006903001796	LAURESURL SC
29384	WATERLOO	Laurens	SC	006903001796	LAURESURL SC
29037	CHAPPELLE	Newberry	SC	006907001709	NEWBERRY SC
29355	KINARDS	Newberry	SC	006907001709	NEWBERRY SC
29108	NEWBERRY	Newberry	SC	006907001709	NEWBERRY SC
29126	POMARIA	Newberry	SC	006907001709	NEWBERRY SC
29127	PROSPERITY	Newberry	SC	006907001709	NEWBERRY SC
29145	SILVERSTREET	Newberry	SC	006907001709	NEWBERRY SC
29178	WHITMIRE	Newberry	SC	006907001709	NEWBERRY SC
29030	CAMERON	Calhoun	SC	006940001510	STMATTHEWS SC
29135	SAINT MATTHEWS	Calhoun	SC	006940001510	STMATTHEWS SC
29630	CENTRAL	Pickens	SC	006942001943	CLEMSON SC
29631	CLEMSON	Pickens	SC	006942001943	CLEMSON SC
29632	CLEMSON	Pickens	SC	006942001943	CLEMSON SC
29633	CLEMSON	Pickens	SC	006942001943	CLEMSON SC
29634	CLEMSON	Pickens	SC	006942001943	CLEMSON SC
29640	EASLEY	Pickens	SC	006942001943	CLEMSON SC
29641	EASLEY	Pickens	SC	006942001943	CLEMSON SC
29642	EASLEY	Pickens	SC	006942001943	CLEMSON SC
29657	LIBERTY	Pickens	SC	006942001943	CLEMSON SC
29667	NORRIS	Pickens	SC	006942001943	CLEMSON SC
29671	PICKENS	Pickens	SC	006942001943	CLEMSON SC
29682	SIX MILE	Pickens	SC	006942001943	CLEMSON SC
29685	SUNSET	Pickens	SC	006942001943	CLEMSON SC
29430	BETHERA	Berkeley	SC	006952001338	MONCKS COR SC
29431	BONNEAU	Berkeley	SC	006952001338	MONCKS COR SC
29434	CORDESVILLE	Berkeley	SC	006952001338	MONCKS COR SC
29461	MONCKS CORNER	Berkeley	SC	006952001338	MONCKS COR SC
29469	PINOPOLIS	Berkeley	SC	006952001338	MONCKS COR SC
29472	RIDGEVILLE	Dorchester	SC	006952001338	MONCKS COR SC
29476	RUSSELLVILLE	Berkeley	SC	006952001338	MONCKS COR SC
29479	SAINT STEPHEN	Berkeley	SC	006952001338	MONCKS COR SC
29483	SUMMERVILLE	Dorchester	SC	006952001338	MONCKS COR SC
29484	SUMMERVILLE	Dorchester	SC	006952001338	MONCKS COR SC
29485	SUMMERVILLE	Dorchester	SC	006952001338	MONCKS COR SC
29643	FAIR PLAY	Oconee	SC	006953001961	SENECA SC
29665	NEWRY	Oconee	SC	006953001961	SENECA SC
29675	RICHLAND	Oconee	SC	006953001961	SENECA SC
29676	SALEM	Oconee	SC	006953001961	SENECA SC
29672	SENECA	Oconee	SC	006953001961	SENECA SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29678	SENECA	Oconee	SC	006953001961	SENECA SC
29679	SENECA	Oconee	SC	006953001961	SENECA SC
29686	TAMASSEE	Oconee	SC	006953001961	SENECA SC
29691	WALHALLA	Oconee	SC	006953001961	SENECA SC
29696	WEST UNION	Oconee	SC	006953001961	SENECA SC
29693	WESTMINSTER	Oconee	SC	006953001961	SENECA SC
29620	ABBEVILLE	Abbeville	SC	006961001894	ANDERSON SC
29621	ANDERSON	Anderson	SC	006961001894	ANDERSON SC
29622	ANDERSON	Anderson	SC	006961001894	ANDERSON SC
29623	ANDERSON	Anderson	SC	006961001894	ANDERSON SC
29624	ANDERSON	Anderson	SC	006961001894	ANDERSON SC
29625	ANDERSON	Anderson	SC	006961001894	ANDERSON SC
29626	ANDERSON	Anderson	SC	006961001894	ANDERSON SC
29627	BELTON	Anderson	SC	006961001894	ANDERSON SC
29638	DONALDS	Abbeville	SC	006961001894	ANDERSON SC
29639	DUE WEST	Abbeville	SC	006961001894	ANDERSON SC
29654	HONEA PATH	Anderson	SC	006961001894	ANDERSON SC
29655	IVA	Anderson	SC	006961001894	ANDERSON SC
29656	LA FRANCE	Anderson	SC	006961001894	ANDERSON SC
29669	PELZER	Anderson	SC	006961001894	ANDERSON SC
29670	PENDLETON	Anderson	SC	006961001894	ANDERSON SC
29677	SANDY SPRINGS	Anderson	SC	006961001894	ANDERSON SC
29684	STARR	Anderson	SC	006961001894	ANDERSON SC
29689	TOWNVILLE	Anderson	SC	006961001894	ANDERSON SC
29697	WILLIAMSTON	Anderson	SC	006961001894	ANDERSON SC
29006	BATESBURG	Lexington	SC	006969001657	BATESBURG SC
29036	CHAPIN	Lexington	SC	006969001657	BATESBURG SC
29054	GILBERT	Lexington	SC	006969001657	BATESBURG SC
29065	JENKINSVILLE	Fairfield	SC	006969001657	BATESBURG SC
29070	LEESVILLE	Lexington	SC	006969001657	BATESBURG SC
29075	LITTLE MOUNTAIN	Newberry	SC	006969001657	BATESBURG SC
29122	PEAK	Newberry	SC	006969001657	BATESBURG SC
29123	PELION	Lexington	SC	006969001657	BATESBURG SC
29129	RIDGE SPRING	Saluda	SC	006969001657	BATESBURG SC
29138	SALUDA	Saluda	SC	006969001657	BATESBURG SC
29160	SWANSEA	Lexington	SC	006969001657	BATESBURG SC
29166	WARD	Saluda	SC	006969001657	BATESBURG SC
29646	GREENWOOD	Greenwood	SC	006972001786	GREENWOOD SC
29647	GREENWOOD	Greenwood	SC	006972001786	GREENWOOD SC
29648	GREENWOOD	Greenwood	SC	006972001786	GREENWOOD SC
29649	GREENWOOD	Greenwood	SC	006972001786	GREENWOOD SC
29653	HODGES	Greenwood	SC	006972001786	GREENWOOD SC
29695	HODGES	Greenwood	SC	006972001786	GREENWOOD SC
29666	NINETY SIX	Greenwood	SC	006972001786	GREENWOOD SC
29692	WARE SHOALS	Greenwood	SC	006972001786	GREENWOOD SC
29003	BAMBERG	Bamberg	SC	006980001502	ORANGEBURG SC
29018	BOWMAN	Orangeburg	SC	006980001502	ORANGEBURG SC
29432	BRANCHVILLE	Orangeburg	SC	006980001502	ORANGEBURG SC
29038	COPE	Orangeburg	SC	006980001502	ORANGEBURG SC
29039	CORDOVA	Orangeburg	SC	006980001502	ORANGEBURG SC
29042	DENMARK	Bamberg	SC	006980001502	ORANGEBURG SC
29047	ELLOREE	Orangeburg	SC	006980001502	ORANGEBURG SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29048	EUTAWVILLE	Orangeburg	SC	006980001502	ORANGEBURG SC
29059	HOLLY HILL	Orangeburg	SC	006980001502	ORANGEBURG SC
29107	NEESES	Orangeburg	SC	006980001502	ORANGEBURG SC
29112	NORTH	Orangeburg	SC	006980001502	ORANGEBURG SC
29113	NORWAY	Orangeburg	SC	006980001502	ORANGEBURG SC
29115	ORANGEBURG	Orangeburg	SC	006980001502	ORANGEBURG SC
29116	ORANGEBURG	Orangeburg	SC	006980001502	ORANGEBURG SC
29117	ORANGEBURG	Orangeburg	SC	006980001502	ORANGEBURG SC
29118	ORANGEBURG	Orangeburg	SC	006980001502	ORANGEBURG SC
29133	ROWESVILLE	Orangeburg	SC	006980001502	ORANGEBURG SC
29142	SANTEE	Orangeburg	SC	006980001502	ORANGEBURG SC
29163	VANCE	Orangeburg	SC	006980001502	ORANGEBURG SC
29437	DORCHESTER	Dorchester	SC	006992001408	HARLEYVL SC
29447	GROVER	Dorchester	SC	006992001408	HARLEYVL SC
29448	HARLEYVILLE	Dorchester	SC	006992001408	HARLEYVL SC
29471	REEVESVILLE	Dorchester	SC	006992001408	HARLEYVL SC
29477	SAINT GEORGE	Dorchester	SC	006992001408	HARLEYVL SC
29832	JOHNSTON	Edgefield	SC	007007001688	JOHNSTON SC
29105	MONETTA	Aiken	SC	007007001688	JOHNSTON SC
29847	TRENTON	Edgefield	SC	007007001688	JOHNSTON SC
29426	ADAMS RUN	Charleston	SC	007021001281	CHARLESTON SC
29429	AWENDAW	Charleston	SC	007021001281	CHARLESTON SC
29401	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29402	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29403	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29406	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29407	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29409	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29412	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29413	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29414	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29416	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29417	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29422	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29423	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29424	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29425	CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29492	CHARLESTON	Berkeley	SC	007021001281	CHARLESTON SC
29404	CHARLESTON AFB	Charleston	SC	007021001281	CHARLESTON SC
29439	FOLLY BEACH	Charleston	SC	007021001281	CHARLESTON SC
29445	GOOSE CREEK	Berkeley	SC	007021001281	CHARLESTON SC
29446	GREEN POND	Colleton	SC	007021001281	CHARLESTON SC
29410	HANAHAN	Berkeley	SC	007021001281	CHARLESTON SC
29449	HOLLYWOOD	Charleston	SC	007021001281	CHARLESTON SC
29451	ISLE OF PALMS	Charleston	SC	007021001281	CHARLESTON SC
29452	JACKSONBORO	Colleton	SC	007021001281	CHARLESTON SC
29455	JOHNS ISLAND	Charleston	SC	007021001281	CHARLESTON SC
29457	JOHNS ISLAND	Charleston	SC	007021001281	CHARLESTON SC
29456	LADSON	Berkeley	SC	007021001281	CHARLESTON SC
29458	MC CLELLANVILLE	Charleston	SC	007021001281	CHARLESTON SC
29464	MOUNT PLEASANT	Charleston	SC	007021001281	CHARLESTON SC
29465	MOUNT PLEASANT	Charleston	SC	007021001281	CHARLESTON SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29466	MOUNT PLEASANT	Charleston	SC	007021001281	CHARLESTON SC
29405	NORTH CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29415	NORTH CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29418	NORTH CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29419	NORTH CHARLESTON	Charleston	SC	007021001281	CHARLESTON SC
29420	NORTH CHARLESTON	Dorchester	SC	007021001281	CHARLESTON SC
29470	RAVENEL	Charleston	SC	007021001281	CHARLESTON SC
29482	SULLIVANS ISLAND	Charleston	SC	007021001281	CHARLESTON SC
29487	WADMALAW ISLAND	Charleston	SC	007021001281	CHARLESTON SC
29821	CLARKS HILL	McCormick	SC	007036001825	MT CARMEL SC
29838	MODOC	McCormick	SC	007036001825	MT CARMEL SC
29433	CANADYS	Colleton	SC	007071001405	WALTERBORO SC
29435	COTTAGEVILLE	Colleton	SC	007071001405	WALTERBORO SC
29438	EDISTO ISLAND	Colleton	SC	007071001405	WALTERBORO SC
29474	ROUND O	Colleton	SC	007071001405	WALTERBORO SC
29488	WALTERBORO	Colleton	SC	007071001405	WALTERBORO SC
29801	AIKEN	Aiken	SC	007074001628	NEWELLENTN SC
29802	AIKEN	Aiken	SC	007074001628	NEWELLENTN SC
29803	AIKEN	Aiken	SC	007074001628	NEWELLENTN SC
29804	AIKEN	Aiken	SC	007074001628	NEWELLENTN SC
29805	AIKEN	Aiken	SC	007074001628	NEWELLENTN SC
29808	AIKEN	Aiken	SC	007074001628	NEWELLENTN SC
29831	JACKSON	Aiken	SC	007074001628	NEWELLENTN SC
29839	MONTMORENCI	Aiken	SC	007074001628	NEWELLENTN SC
29809	NEW ELLENTON	Aiken	SC	007074001628	NEWELLENTN SC
29850	VAUCLUSE	Aiken	SC	007074001628	NEWELLENTN SC
29164	WAGENER	Aiken	SC	007074001628	NEWELLENTN SC
29856	WINDSOR	Aiken	SC	007074001628	NEWELLENTN SC
29810	ALLENDALE	Allendale	SC	007075001553	BARNWELL SC
29812	BARNWELL	Barnwell	SC	007075001553	BARNWELL SC
29826	ELKO	Barnwell	SC	007075001553	BARNWELL SC
29827	FAIRFAX	Allendale	SC	007075001553	BARNWELL SC
29853	WILLISTON	Barnwell	SC	007075001553	BARNWELL SC
29816	BATH	Aiken	SC	007084001676	NO AUGUSTA SC
29842	BEECH ISLAND	Aiken	SC	007084001676	NO AUGUSTA SC
29822	CLEARWATER	Aiken	SC	007084001676	NO AUGUSTA SC
29828	GLOVERVILLE	Aiken	SC	007084001676	NO AUGUSTA SC
29829	GRANITEVILLE	Aiken	SC	007084001676	NO AUGUSTA SC
29834	LANGLEY	Aiken	SC	007084001676	NO AUGUSTA SC
29841	NORTH AUGUSTA	Aiken	SC	007084001676	NO AUGUSTA SC
29860	NORTH AUGUSTA	Aiken	SC	007084001676	NO AUGUSTA SC
29861	NORTH AUGUSTA	Aiken	SC	007084001676	NO AUGUSTA SC
29851	WARRENVILLE	Aiken	SC	007084001676	NO AUGUSTA SC
29901	BEAUFORT	Beaufort	SC	007158001353	BEAUFORT SC
29902	BEAUFORT	Beaufort	SC	007158001353	BEAUFORT SC
29903	BEAUFORT	Beaufort	SC	007158001353	BEAUFORT SC
29904	BEAUFORT	Beaufort	SC	007158001353	BEAUFORT SC
29906	BEAUFORT	Beaufort	SC	007158001353	BEAUFORT SC
29907	BEAUFORT	Beaufort	SC	007158001353	BEAUFORT SC
29912	COOSAWHATCHIE	Jasper	SC	007158001353	BEAUFORT SC
29914	DALE	Beaufort	SC	007158001353	BEAUFORT SC
29923	GIFFORD	Hampton	SC	007158001353	BEAUFORT SC

ZIPCODE	CITY	COUNTY	STATE	RATE_CENTER_SERVICE_AREA	RATE_CENTER_DESCRIPTION
29924	HAMPTON	Hampton	SC	007158001353	BEAUFORT SC
29931	LOBECO	Beaufort	SC	007158001353	BEAUFORT SC
29905	PARRIS ISLAND	Beaufort	SC	007158001353	BEAUFORT SC
29935	PORT ROYAL	Beaufort	SC	007158001353	BEAUFORT SC
29920	SAINT HELENA ISLAND	Beaufort	SC	007158001353	BEAUFORT SC
29940	SEABROOK	Beaufort	SC	007158001353	BEAUFORT SC
29941	SHELDON	Beaufort	SC	007158001353	BEAUFORT SC
29945	YEMASSEE	Hampton	SC	007158001353	BEAUFORT SC
29910	BLUFFTON	Beaufort	SC	007213001334	HILTONHEAD SC
29915	DAUFUSKIE ISLAND	Beaufort	SC	007213001334	HILTONHEAD SC
29927	HARDEEVILLE	Jasper	SC	007213001334	HILTONHEAD SC
29925	HILTON HEAD ISLAND	Beaufort	SC	007213001334	HILTONHEAD SC
29926	HILTON HEAD ISLAND	Beaufort	SC	007213001334	HILTONHEAD SC
29928	HILTON HEAD ISLAND	Beaufort	SC	007213001334	HILTONHEAD SC
29938	HILTON HEAD ISLAND	Beaufort	SC	007213001334	HILTONHEAD SC
29909	OKATIE	Beaufort	SC	007213001334	HILTONHEAD SC
29936	RIDGELAND	Jasper	SC	007213001334	HILTONHEAD SC

EXHIBIT “B”
ARTICLES OF INCORPORATION

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

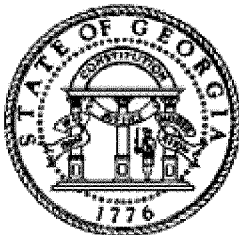
I, **Cathy Cox**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

TELRITE CORPORATION

a Domestic Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.

WITNESS my hand and official seal of the City of Atlanta
and the State of Georgia on June 22, 2006



Cathy Cox
Secretary of State

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
TELRITE CORPORATION**

1.

The name of the Corporation is TELRITE CORPORATION (the "Corporation").

2.

Effective the date hereof, the Articles of Incorporation of Telrite Corporation are amended to replace ARTICLE IV with the following:

ARTICLE IV

The Corporation shall have authority to be exercised by the Board of Directors to issue a total of up to One Million (1,000,000) shares of common stock with the par value of \$0.01 per share.

3.

All other provisions of the Articles of Incorporation shall remain in full force and effect.

4.

This amendment was duly adopted without shareholder action by the Board of Directors of the Corporation. Shareholder action was not necessary pursuant to the provisions of Section 14-2-1002 of the Georgia Business Corporation Code.

5.

This amendment was duly approved and adopted on June 1, 2006.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this 20th day of June, 2006.

TELRITE CORPORATION

By: Valerie D. Barton
Valerie D. Barton, Attorney-in-Fact

State of Georgia
Amend/Restate 1 Page(s)



T0620567509

ARTICLES OF INCORPORATION
OF
TELRITE CORPORATION

ARTICLE I

The name of the Corporation is TELRITE CORPORATION.

ARTICLE II

The Corporation is organized pursuant to the Georgia Business Corporation Code.

ARTICLE III

The Corporation shall have perpetual duration.

ARTICLE IV

The Corporation shall have authority to issue 50,000 shares of stock.

ARTICLE V

The initial registered office of the Corporation shall be at 190 East Seventh Street, Louisville, Jefferson County, Georgia 30434, and the initial registered agent of the Corporation at such address shall be John R. Murphy III.

ARTICLE VI


The name and address of the incorporator is:

Darryl E. Davis
812 Peachtree Street
Louisville, GA 30434

ARTICLE VII

The mailing address of the initial principal office of the Corporation shall be 812 Peachtree Street, Louisville, GA 30434.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ____ day of January, 2000.



John R. Murphy III
Georgia Bar Number 530900
Attorney for Incorporator

OF COUNSEL:

ABBOT, MURPHY AND HARVEY, P.C.
190 EAST SEVENTH STREET
POST OFFICE BOX 31
LOUISVILLE, GEORGIA 30434
(912) 625-7281

SECRETARY OF STATE
FEB 1 10 50 AM '00

EXHIBIT “C”
OFFICERS

Management & Ownership

Experience

The management of Telrite Corporation bring over 100 years of combined experience in the telecommunications industry.

Biographies

R.P. McFarland, CEO

- Over 10 years with AT&T in various management positions
- Founded Interlink Communications; merged company with ILD Corporation in 1997
- Served as Senior Vice President, Network Operations with ILD until 1999
- Founded IntraLec Telecommunications in 1999; merged with LecStar Corporation in 2000
- Served as Vice President and President of Network Operations of LecStar until 2001
- Formed Stratacom Telecommunications in 2001; merged with Telrite Corporation in 2005

Brian Lisle, President

- Network Operations Manager, Interlink Telecommunications
- Director of Operations, ILD Corporation
- Vice President, Telrite Corporation
- 20+ years of management and network operations experience

Brian Rathman, Vice President of Network Operations

- Network Engineer, LecStar Communications
- Director of Network Operations, Lectstar Communications
- Director of Operations, Telrite Corporation
- 2002 graduate of the Masters program of the School of Electrical and Computer Engineering at the Georgia Institute of Technology

Darryl Davis, Vice President of Business Development and Acquisitions

- President, Telrite Communications 2002-2009
- CEO, Digital Communications Inc. 2008-Present
- 20+ years of experience in business development within the telecommunications industry

Michael G. Geoffroy, General Counsel and Vice President of Regulatory Compliance

- Experience negotiating and executing more than a dozen M&A transactions in the telecommunications industry
- Former private firm litigator for 7 years and head of all corporate risk management
- Frequent lecturer on business law, ethics and professionalism
- Former President of State Bar of Georgia Young Lawyers
- Worked with utility commissions in all 48 states and Puerto Rico to attain certification, file reports, comment, and oversee audits
- Over 6 years of experience in telecommunications law

Kelly Jesel, CFO

- Accounting Assistant, ILD Corporation
- Senior Accountant, Ernst and Young
- Controller, Telrite Corporation
- 2001 graduate of the Masters of Accountancy program at the University of Georgia

EXHIBIT “D”
COMPLIANCE PLAN

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

WASHINGTON HARBOUR, SUITE 400

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WASHINGTON, D.C. 20007-5108

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MUMBAI, INDIA

DIRECT LINE: (202) 342-8544

EMAIL: jheitmann@kelleydrye.com

July 2, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Telrite Corporation Compliance Plan; WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On March 12, 2012, Telrite Corporation ("Telrite") submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On April 10, Telrite submitted a revised version with a minor revision to its Model Application/Certification Form, included as Exhibit A to its Compliance Plan. On April 27, based on a meeting with Commission staff, Telrite further revised and supplemented its compliance plan.

Telrite has further revised its Compliance Plan to: 1) confirm in footnote 3 that Telrite will follow the requirements of its Compliance Plan in all states where it provides Lifeline service and receives reimbursements from the federal Low-Income Fund, including in any state where the public utilities commission determines that Telrite provides service using its own facilities for purposes of a state universal service program; 2) provide additional detail regarding Telrite's relationships with its underlying providers in the 911/E911 section; 3) note in Section I.B. that Telrite personnel will write down, where available, the last four digits of an account or other identifying number on applicants' proof of eligibility document, the date of the proof document and the expiration of the proof document; 4) revise its Lifeline

¹ See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012).

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
July 2, 2012
Page Two

application/certification forms included in Exhibit A to collect such information on the proof of eligibility document; 5) provide in Exhibit B an income eligibility worksheet that will be used with applicants that apply for Lifeline service based on income; and 6) discuss further efforts that Telrite has undertaken and is undertaking to prevent duplicate enrollments by sending a Training Bulletin and Fraud Policy to its agents and representatives, asking applicants if they receive Lifeline service from other major providers by name, participating in the In-Depth Validation process and participating in a pooled external duplicates database (Section I.F.).

Telrite hereby re-submits its complete Compliance Plan with the above revisions. Based on the minor nature of these changes, Telrite reiterates its request for expeditious approval of its Compliance Plan. This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please feel free to contact the undersigned with any questions.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan

Counsel to Telrite Corporation

cc: Kim Scardino
Divya Shenoy
Garnet Hanly

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of	
Telecommunications Carriers Eligible to Receive Universal Service Support	WC Docket No. 09-197
Lifeline and Link Up Reform and Modernization	WC Docket No. 11-42
Telrite Corporation	

TELRITE CORPORATION COMPLIANCE PLAN

Telrite Corporation (“Telrite” or the “Company”),¹ through its undersigned counsel, hereby respectfully submits and requests expeditious approval of its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.²

¹ The Company hereby also reports its corporate and trade names, identifiers, and its holding company, operating companies and affiliates as: Telrite Corporation (corporate name), Life Wireless (trade name) and Telrite Holdings, LLC (holding company). Telrite owns 10 percent of Life Wireless Holdings, LLC, which is 50 percent owned by Puretalk Holdings, LLC. Therefore, Puretalk Holdings, LLC is not an affiliate of Telrite, however, Telrite’s “top-up” minutes are sold under the Pure Unlimited brand.

² See *Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report And Order and Further Notice Of Proposed Rulemaking, FCC 12-11 (Feb. 6, 2012) (“*Lifeline Reform Order*”). The Company herein submits the information required by the Compliance Plan Public Notice. See *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012).

The Company commends the Commission's commitment to a nationwide communications system that promotes the safety and welfare of all Americans, including Lifeline customers. Telrite will comply with 911 requirements as described below and it is submitting this Compliance Plan in order to qualify for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act and participate as an eligible telecommunications carrier ("ETC") in the Lifeline program.³

The Company will comply fully with all conditions set forth in the *Lifeline Reform Order*, as well as with the Commission's Lifeline rules and policies more generally.⁴ This Compliance Plan describes the specific measures that the Company intends to implement to achieve these objectives. Specifically, this Compliance Plan: (1) describes the specific measures that Telrite will take to implement the obligations contained in the *Lifeline Reform Order*, including the procedures the Company follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Low-Income Fund, materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how Telrite offers

³ See *Lifeline Reform Order*, ¶ 368. Although the Company qualifies for and seeks to avail itself of the Commission's grant of forbearance from the facilities requirement of section 214(e)(1)(A) for purposes of the federal Lifeline program, the Company reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state for purposes of state universal service funding under state program rules and requirements. Telrite will follow the requirements of the Commission's Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income Fund, including in any state where the public utilities commission determines that Telrite provides service using its own facilities for purposes of a state universal service program.

⁴ In addition, this Compliance Plan is consistent with the compliance plan filed by Global Connection Inc. of America. See Global Connection of America Inc. Compliance Plan, WC Docket Nos. 09-197, 11-42 (Apr. 30, 2012). The Global Connection compliance plan was approved on May 25, 2012. See Public Notice, DA 12-828.

Lifeline services, the geographic areas in which it offers services, and a detailed description of the Company's Lifeline service plan offerings.

ACCESS TO 911 AND E911 SERVICES⁵

Pursuant to the *Lifeline Reform Order*, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services.⁶ Telrite will comply with these conditions starting on the effective date of the *Lifeline Reform Order*.

The Company will provide its Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and consumers are hereby assured that all Telrite customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Telrite handsets, even if the account associated with the handset has no minutes remaining.

The Company's existing practices currently provide access to 911 and E911 services for all customers. Telrite uses AT&T as its underlying network provider/carrier. has direct contracts for wireless services from AT&T, as opposed to purchasing minutes through an intermediary. AT&T routes 911 calls from the Company's customers in the same manner as 911 calls from AT&T's own retail customers. To the extent that AT&T is certified in a given PSAP territory, this 911 capability will function the same for the

⁵ See Compliance Plan Public Notice at 3.

⁶ See *Lifeline Reform Order*, ¶ 373.

Company. Telrite also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended. Finally, the Company transmits all 911 calls initiated from any of its handsets even if the account associated with the handset has no remaining minutes.

E911-Compliant Handsets. Telrite will ensure that all handsets used in connection with the Lifeline service offering are E911-compliant. In point of fact, the Company's phones have always been and will continue to be 911 and E911-compliant. The Company uses phones from AT&T that have been through a stringent certification process with AT&T, which ensures that the handset models used meet all 911 and E911 requirements. As a result, any existing customer that qualifies for and elects Lifeline service will already have a 911/E911-compliant handset, which will be confirmed at the time of enrollment in the Lifeline program. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

COMPLIANCE PLAN

I. PROCEDURES TO ENROLL A SUBSCRIBER IN LIFELINE⁷

A. Policy

Telrite complies with the uniform eligibility criteria established in new section 54.409 of the Commission's rules, as well as any additional certification and verification requirements for Lifeline eligibility in states where the Company is designated as an ETC.

⁷ See Compliance Plan Public Notice at 3.

Therefore, all subscribers are required to demonstrate eligibility based at least on: (1) household income at or below 135% of the Federal Poverty Guidelines for a household of that size; or (2) the household's participation in one of the federal assistance programs listed in new sections 54.409(a)(2) or 54.409(a)(3) of the Commission's rules. In addition, through the certification requirements described below, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

B. Eligibility Determination

More than 99 percent of Telrite's customer enrollment is done in-person, as opposed to over the phone or the Internet. Event locations are scheduled using various market or industry data resources. Telrite directs a team of representatives that survey and evaluate potential event locations across its service areas. Additionally, Telrite partners with community organizations, such as civic organizations, churches and food banks to host events in the communities its serves.

All enrollments performed in-person are completed electronically. The use of "paper forms" is prohibited, however, at all times laminated copies of the Lifeline application/certification forms are available for customers to review. Telrite's electronic process uses MiFi hotspots, laptop or net book computers, electronic signature pads and a bar code scanner to complete enrollment in real-time. The electronic order process provides Telrite the opportunity to perform several database checks in real-time during the enrollment process. Specifically, Telrite's systems validate and normalize addresses via "Melissa" data; perform an internal address duplicate check (to ensure that the prospective customer or someone at that address does not currently have Lifeline service

from Telrite); and confirm the customer's identity via Lexis Nexis (using the prospective customer's last name, date of birth and the last four digits of the customer's Social Security number).

As discussed in further detail in Section I.F. below, all employees or representatives ("Company personnel") that conduct such in-person enrollments are trained regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan, including the one-per-household requirement, and told to inform potential customers of those requirements. New Company personnel undergo an initial mandatory training session where they are given training materials, a field training manual and a compliance manual, as well as shown visual examples of documents acceptable to demonstrate eligibility for the Lifeline program.

If Telrite cannot determine a prospective subscriber's eligibility for Lifeline by accessing income databases or program eligibility databases, Company personnel will review documentation establishing eligibility pursuant to the Lifeline rules.⁸ All personnel who interact with actual or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on the federal and state-specific income-based and/or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies the *Lifeline Reform Order* and state-specific eligibility requirements using state-specific checklists.

⁸ See *Lifeline Reform Order*, ¶ 100; sections 54.410(b)(1)(i)(B), 54.410(c)(1)(i)(B).

Proof of Eligibility. Company personnel will be trained on acceptable documentation required to establish income-based and program-based eligibility.⁹ Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.¹⁰

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months time.¹¹

Company personnel will examine this documentation for each Lifeline applicant, and will record the type of documentation used to satisfy the income- or program-based criteria by checking the appropriate box on the application form.¹² In addition, Company personnel will fill in, where available, the last four digits of an account or other

⁹ See *Lifeline Reform Order*, ¶ 101. See also USAC Guidance available at <http://www.usac.org/li/telecom-carriers/step06/default.aspx>.

¹⁰ *Id.* and section 54.410(c)(1)(i)(B).

¹¹ See *Lifeline Reform Order*, ¶101; section 54.410.(b)(1)(i)(B).

¹² See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(iii), 54.410(c)(1)(iii).

identifying number on the proof document, the date of the proof document and the expiration of the proof document. The Company will not retain a copy of this documentation, except where state rules require such retention.¹³ Where the Company personnel conclude that proffered documentation is insufficient to establish such eligibility, the Company will deny the associated application and inform the applicant of the reason for such rejection. In the event that Company personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at the Company's corporate offices in Covington, GA.

De-Enrollment for Ineligibility. If Telrite has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any applicable state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹⁴ A demonstration of eligibility must comply with the annual verification procedures below and found in new rule section 54.410(f), including the submission of a certification form.

C. Subscriber Certifications for Enrollment

The Company will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the *Lifeline Reform Order*, together with any additional state certification

¹³ See *Lifeline Reform Order*, ¶101; sections 54.410(b)(1)(ii), 54.410(c)(1)(ii).

¹⁴ See *Lifeline Reform Order*, ¶ 143; section 54.405(e)(1).

requirements.¹⁵ The Company shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company's customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete an application/certification form containing disclosures, and collecting certain information and certifications as discussed below.¹⁶ Applicants that seek to enroll based on income eligibility will be referred to a worksheet showing the Federal Poverty Guidelines by household size.¹⁷

Applicants that do not complete the form in person will be required to return the signed application/certification form to the Company by mail, facsimile, electronic mail or other electronic transmission. In addition, Company personnel will verbally explain the certifications to consumers when they are enrolling in person or over the phone.¹⁸

Disclosures. The Company's application and certification forms will include the following disclosures: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's

¹⁵ *Lifeline Reform Order*, ¶ 61; section 54.410(a).

¹⁶ *See* Model Application/Certification Form, included as Exhibit A. *See* Compliance Plan Public Notice at 3.

¹⁷ *See* Income Eligibility Worksheet, included as Exhibit B.

¹⁸ *See Lifeline Reform Order*, ¶ 123.

rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.¹⁹

Applications and certification forms will also state that: (1) the service is a Lifeline service, (2) Lifeline is a government assistance program, and (3) only eligible consumers may enroll in the program.²⁰

In addition, Telrite will notify the applicant that the prepaid service must be personally activated by the subscriber and the service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.²¹

Information Collection. The Company will also collect the following information from the applicant in the application/certification form: (1) the applicant's full name; (2) the applicant's full residential address (P.O. Box is not sufficient²²); (3) whether the applicant's residential address is permanent or temporary; (4) the applicant's billing address, if different from the applicant's residential address; (5) the applicant's date of birth; (6) the last four digits of the applicant's Social Security number (or the applicant's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a Social Security number); (7) if the applicant is seeking to qualify for Lifeline under the program-based criteria, the name of the qualifying assistance program from which the applicant, his or her dependents, or his or her household receives benefits; and

¹⁹ See *id.*, ¶ 121; section 54.410(d)(1).

²⁰ See section 54.405(c).

²¹ See *Lifeline Reform Order*, ¶ 257.

²² See *id.*, ¶ 87.

(8) if the applicant is seeking to qualify for Lifeline under the income-based criterion, the number of individuals in his or her household.²³

Applicant Certification. Consistent with new rule section 54.410(d)(3), the Company will require the applicant to certify, under penalty of perjury, in writing or by electronic signature or interactive voice response recording,²⁴ the following: (1) the applicant meets the income-based or program-based eligibility criteria for receiving Lifeline; (2) the applicant will notify the Company within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the applicant no longer meets the income-based or program-based criteria for receiving Lifeline support, the applicant is receiving more than one Lifeline benefit, or another member of the applicant's household is receiving a Lifeline benefit; (3) if the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands; (4) if the applicant moves to a new address, he or she will provide that new address to the Company within 30 days; (5) if the applicant provided a temporary residential address to the Company, the applicant will be required to verify his or her temporary residential address every 90 days; (6) the applicant's household will receive only one Lifeline service and, to the best of the applicant's knowledge, the applicant's household is not already receiving a Lifeline service; (7) the information contained in the applicant's certification form is true and correct to the best of the applicant's knowledge; (8) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and (9) the applicant acknowledges that the applicant may be required to re-certify his or her continued eligibility for Lifeline at any

²³ See section 54.410(d)(2).

²⁴ See *Lifeline Reform Order*, ¶¶ 168-69; section 54.419.

time, and the applicant's failure to re-certify as to the applicant's continued eligibility will result in de-enrollment and the termination of the applicant's Lifeline benefits pursuant to the de-enrollment policy included below and in the Commission's rules.

In addition, the applicant will be required to authorize the Company to access any records required to verify the applicant's statements on the application/certification form and to confirm the applicant's eligibility for the Company Lifeline credit. The applicant must also authorize the Company to release any records required for the administration of the Company Lifeline credit program, including to USAC to be used in a Lifeline program database.²⁵

D. Annual Verification Procedures

Telrite will annually re-certify all subscribers by querying the appropriate eligibility databases or obtaining a signed certification from each subscriber consistent with the certification requirements above and new section 54.410(d) of the Commission's rules. This certification will include a confirmation that the applicant's household will receive only one Lifeline service and, to the best of the subscriber's knowledge, the subscriber's household is receiving no more than one Lifeline service.²⁶ The Company will notify each participating Lifeline customer annually that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. Further, the verification materials will inform the subscriber that he or she is being contacted to re-

²⁵ See Section 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See *id.*

²⁶ See *Lifeline Reform Order*, ¶ 120.

certify his or her continuing eligibility for Lifeline and if the subscriber fails to respond, he or she will be de-enrolled in the program.²⁷

2012 Verification. Telrite will re-certify the eligibility of each of its existing subscribers as of June 1, 2012 on a rolling basis by the end of 2012 and report the results to USAC by January 31, 2013.²⁸ The Company will contact its subscribers via text message to their Lifeline supported telephone, or by mail, phone, email or other Internet communication. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Company.

Verification De-Enrollment. Telrite will de-enroll subscribers that do not respond to the annual verification or fail to provide the required certification.²⁹ The Company will give subscribers 30 days to respond to the annual verification inquiry. If the subscriber does not respond, the Company will send a separate written notice explaining that failure to respond within 30 days will result in the subscriber's de-enrollment from the Lifeline program. If the subscriber does not respond within 30 days, the Company will de-enroll the subscriber within five business days.

E. Activation and Non-Usage

Telrite will not consider a prepaid subscriber activated, and will not seek reimbursement for Lifeline for that subscriber, until the subscriber activates the Company's prepaid service by a method established by Telrite. For activation of a

²⁷ See *Lifeline Reform Order*, ¶ 145.

²⁸ See *id.*, ¶ 130.

²⁹ See *id.*, ¶ 142; section 54.54.405(e)(4).

handset provided to a new customer at an event or “in the field”, successful applicants are provided a functioning handset and instructed to dial 770-200-1000 to complete the activation process. Such calls are free of charge to the applicant. To activate a handset provided to a successful applicant by mail, upon receipt of the handset, the applicant must contact Telrite customer service at 888-543-3620 or 888-543-3640 to activate the service. The customer must verify their last name, date of birth and last four digits of their Social Security number. The customer must also verify that he or she ordered the Lifeline service. The phone is activated only after that verification process has been completed.

In addition, after service activation, the Company will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, Telrite will provide notice to the subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.³⁰ Subscribers can “use” the service by: (1) completing an outbound call; (2) purchasing minutes from the Company to add to the subscriber’s plan; (3) answering an incoming call from a party other than the Company; or (4) responding to a direct contact from the Company and confirming that the subscriber wants to continue receiving the service.³¹

If the subscriber does not respond to the notice, the subscriber will be de-enrolled and Telrite will not request further Lifeline reimbursement for the subscriber. The Company will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.³²

³⁰ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

³¹ See *Lifeline Reform Order*, ¶ 261; section 54.407(c)(2).

³² See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

F. Additional Measures to Prevent Waste, Fraud and Abuse

To supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, the Company will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

In addition to checking the database when it becomes available, Company personnel will emphasize the “one Lifeline phone per household” restriction in their direct sales contacts with potential customers. Training materials include a discussion of the limitation to one Lifeline phone per household, and the need to ensure that the customer is informed of this restriction.³³ All Company personnel interacting with existing and potential Lifeline customers will undergo training regarding the eligibility and certification requirements in the *Lifeline Reform Order* and this Compliance Plan. New Company personnel undergo an initial mandatory training session where they are given training materials, a field training manual and a compliance manual, as well as shown visual examples of documents acceptable to demonstrate eligibility for the Lifeline program. These training documents are being updated to reflect the requirements of the *Lifeline Reform Order* and this Compliance Plan, and they are provided to existing Company personnel. Telrite also has Compliance and Field Operations teams that investigate possible waste, fraud and abuse by Company personnel or representatives and either resolves the issues or escalates them. Solutions

³³

See id.

can include additional training, deactivation of credentials, termination and possible legal action.

Finally, on or before May 4, 2012, all Telrite agents and representatives received a Training Bulletin and Fraud Policy, which Telrite also filed with the Commission, designed to remind all Company personnel engaged in enrollment of Lifeline applicants regarding their obligations to explain the one-per-household restriction to Lifeline applicants.

Database. When the National Lifeline Accountability Database (“National Database”) becomes available, Telrite will comply with the requirements of new rule section 54.404. The Company will query the National Database to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service.³⁴

One-Per-Household. Telrite will implement the requirements of the *Lifeline Reform Order* to ensure that it provides only one Lifeline benefit per household³⁵ through

³⁴ See *Lifeline Reform Order*, ¶ 203. Company will also transmit to the National Database the information required for each new and existing Lifeline subscriber. See *id.*, ¶¶ 189-195; section 54.404(b)(6). Further, Company will update each subscriber’s information in the National Database within ten business days of any change, except for de-enrollment, which will be transmitted within one business day. See section 54.404(b)(8),(10).

³⁵ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same

the use of its application and certification forms discussed above, database checks and its marketing materials discussed below. Upon receiving an application for the Company's Lifeline service, Telrite validates and normalizes the address provided via the MELISSA database and then the name, address, date of birth and last four digits of the Social Security number are entered into Telrite's internal duplicate database to ensure that it does not already provide Lifeline-supported service to that individual or another person at the same address.³⁶ If so, and the applicant lives at an address with multiple households, the Company will require the applicant to complete and submit a written USAC document containing the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the required one-per-household certification (*i.e.*, de-enrollment).³⁷ Further, if a subscriber provides a temporary address on his or her application/certification form collected as described above, the Company will verify with the subscriber every 90 days that the subscriber continues to rely on that address.³⁸

household as their parents or guardians. *See Lifeline Reform Order*, ¶ 74; section 54.400(h).

³⁶ *See Lifeline Reform Order*, ¶ 78.

³⁷ *See id.* The USAC worksheet is available at <http://www.usac.org/li/tools/news/default.aspx#582>.

³⁸ *See Lifeline Reform Order*, ¶ 89.

In addition, Company personnel will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported services," and ability to determine whether he or she is already benefiting from Lifeline support, by informing the consumer that all Lifeline services may not be currently marketed under the name Lifeline. Telrite also asks each customer whether they are receiving Lifeline service from one of the other major Lifeline providers in the state (*e.g.*, SafeLink, Assurance).

Further, at the time of enrollment, Telrite will check each applicant against a pooled duplicates database established by CGM, LLC. Telrite's subscriber list is currently in the pooled database for other ETCs to check against, and Telrite is building the systems necessary to interface with the pooled database and check for duplicates. Telrite expects to have that application completed in July, 2012.

Finally, Telrite will continue to participate in the In-Depth Validation process with the Commission and USAC to locate and address duplicates between ETCs in various states until the national database is in place.

Marketing Materials. Within the deadline provided in the *Lifeline Reform Order*, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) that documentation is necessary for enrollment; (7) Telrite's name (the ETC); and (8) the Company's application/certification form will state that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be

punished by fine or imprisonment or can be barred from the program.³⁹ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.⁴⁰ This specifically includes the Company's website (www.lifewireless.com) and outdoor signage.⁴¹ A sample of the Company's marketing materials is included as Exhibit C.

G. Company Reimbursements From the Fund

To ensure that the Company does not seek reimbursement from the Fund without a subscriber's consent, Telrite will certify, as part of each reimbursement request, that it is in compliance with all of the Commission's Lifeline rules and, to the extent required, has obtained valid certification and verification forms from each of the subscribers for whom it is seeking reimbursement.⁴² Further, the Company will transition the submission of its FCC Forms 497 to the eighth day of each month in order to be reimbursed the same month, and inform USAC, to the extent necessary, to transition its reimbursement process to actual claims rather than projected claims over the course of more than one month.⁴³ In addition, the Company will keep accurate records as directed by USAC⁴⁴ and as required by new section 54.417 of the Commission's rules.

³⁹ See *Lifeline Reform Order*, ¶ 275; section 54.405(c).

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² See *Lifeline Reform Order*, ¶ 128; section 54.407(d).

⁴³ See *Lifeline Reform Order*, ¶¶ 302-306.

⁴⁴ See *id.*

H. Annual Company Certifications

Telrite will submit an annual certification to USAC, signed by a Company officer under penalty of perjury, that the Company: (1) has policies and procedures in place to review consumers' documentation of income- and program-based eligibility and ensure that its Lifeline subscribers are eligible to receive Lifeline services;⁴⁵ (2) is in compliance with all federal Lifeline certification procedures;⁴⁶ and (3) has obtained a valid certification form for each subscriber for whom the carrier seeks Lifeline reimbursement.⁴⁷

In addition, the Company will provide the results of its annual re-certifications/verifications on an annual basis to the Commission, USAC, the applicable state commission and the relevant Tribal governments (for subscribers residing on Tribal lands).⁴⁸ Further, as discussed above, the Company will report annually to the Commission the number of subscribers de-enrolled for non-usage by month.⁴⁹

The Company will also annually report to the Commission, USAC, and relevant state commissions and the relevant authority in a U.S. territory or Tribal government as appropriate,⁵⁰ the company name, names of the company's holding company, operating companies and affiliates, and any branding (such as a "dba" or brand designation) as well as relevant universal service identifiers for each entity by Study Area Code.⁵¹ The

⁴⁵ See *id.*, ¶ 126; section 54.416(a)(1).

⁴⁶ See *Lifeline Reform Order*, ¶ 127; section 54.416(a)(2).

⁴⁷ See section 54.416(a)(3).

⁴⁸ See *Lifeline Reform Order*, ¶¶ 132,148; section 54.416(b).

⁴⁹ See *Lifeline Reform Order*, ¶ 257; section 54.405(e)(3).

⁵⁰ See *Lifeline Reform Order*, section 54.422(c).

⁵¹ See *Lifeline Reform Order*, ¶¶ 296, 390; section 54.422(a).

Company will report annually information regarding the terms and conditions of its Lifeline plans for voice telephony service offered specifically for low income consumers during the previous year, including the number of minutes provided and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁵² Finally, the Company will annually provide detailed information regarding service outages in the previous year, the number of complaints received and certification of compliance with applicable service quality standards and consumer protection rules, as well as a certification that the Company is able to function in emergency situations.⁵³

I. Cooperation with State and Federal Regulators

The Company has cooperated and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse. More specifically, the Company will:

- Make available state-specific subscriber data, including the names and addresses of Lifeline subscribers, to USAC and to each state public utilities commission where the Company operates for the purpose of determining whether an existing Lifeline subscriber receives Lifeline service from another carrier;⁵⁴
- Assist the Commission, USAC, state commissions, and other ETCs in resolving instances of duplicative enrollment by Lifeline subscribers, including by providing to USAC and/or any state commission, upon request, the necessary information to detect and resolve duplicative Lifeline claims;
- Promptly investigate any notification that it receives from the Commission, USAC, or a state commission to the effect that one of its customers already receives Lifeline services from another carrier; and

⁵² See *Lifeline Reform Order*, ¶ 390; section 54.422(b)(5).

⁵³ See *Lifeline Reform Order*, ¶ 389; section 54.422(b)(1)-(4).

⁵⁴ The Company anticipates that the need to provide such information will sunset following the implementation of the national duplicates database.

- Immediately de-enroll any subscriber whom the Company has a reasonable basis to believe⁵⁵ is receiving Lifeline-supported service from another ETC or is no longer eligible – whether or not such information is provided by the Commission, USAC, or a state commission.

II. Description of Lifeline Service Offerings⁵⁶

Telrite will offer its Lifeline service in the states where it is designated as an ETC⁵⁷ and throughout the coverage area of its underlying provider AT&T. The Company's Lifeline offering in Rhode Island, Puerto Rico, Missouri, Georgia and Minnesota provides customers with their choice of 68, 125 or 250 anytime prepaid minutes per month at no charge. Minutes do not expire for the 68 and 125 minute plans and unused minutes are rolled over to the next month. Unused minutes for the 250 minute plan do not roll over. Text messaging is available at the rate of:

- 68 Minute Plan: 1/3 minute (*i.e.*, 3 SMS texts per voice minute)
- 125 Minute Plan: 1/2 minute (*i.e.*, 2 SMS texts per voice minute)
- 250 Minute Plan 1 minute (*i.e.*, 1 SMS per voice minute)

Telrite's Lifeline offering in Illinois includes 100 anytime prepaid minutes per month at no charge with rollover. Telrite's offering in Arkansas, Louisiana, West Virginia and Maryland current includes 68 anytime prepaid minutes per month at no charge with rollover,⁵⁸ however, Telrite is exploring its options to convert its Lifeline offering in these states to the three-option plan described above.

⁵⁵ See section 54.405(e)(1).

⁵⁶ See Compliance Plan Public Notice at 3.

⁵⁷ The Company is currently designated as an ETC in Arkansas, Illinois, Louisiana, West Virginia, Rhode Island, Puerto Rico, Missouri, Maryland, Georgia & Minnesota.

⁵⁸ Text messaging is available at the rate of 3 SMS texts per voice minute for the current offerings in Illinois, Arkansas, Louisiana, West Virginia and Maryland.

Lifeline customers can purchase additional bundles of minutes in denominations of \$10.00, \$25.00, \$7.95, \$12.95, \$21.49 and \$29.95.⁵⁹ Airtime, when used for standard cellular calls, is valued at and will be decremented at the following rates:

- 1) \$10.00 denomination - \$0.099 per minute of use;
- 2) \$25.00 denomination - \$0.0708 per minute of use;
- 3) \$7.95 denomination - 3 day Unlimited Talk and SMS;
- 4) \$12.95 denomination - 1 week Unlimited Talk and SMS;
- 5) \$21.95 denomination – 2 weeks Unlimited Talk and SMS;
- 6) \$29.95 denomination – 1 month Unlimited Talk and SMS;

Airtime “top-up” minutes are available for purchase at the Company’s retail locations, through any Money Gram location and on the Company’s website.⁶⁰ Additional information regarding the Company’s plans, rates and services can be found on its website: www.lifewireless.com.

In addition to free voice services, Telrite’s Lifeline plan will include a free handset and custom calling features at no charge, including Caller ID, Call Waiting, Call Forwarding, 3-Way Calling, Voice Mail, No Roaming charges and free access to Customer Care by dialing 611 from customers’ Life Wireless handset or by dialing 1-888-543-3620 from any wireline phone. All plans include domestic long-distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes.

⁵⁹ The \$29.95 rate for unlimited talk and text is available only to Life Wireless customers that purchase online or by calling Telrite customer service. The retail rate available in stores is \$42.95, which is set to be reduced to a yet undetermined rate.

⁶⁰ Top-up minutes are provided using the PureTalk USA and Pure Unlimited brands, by Puretalk Holdings, LLC, a sister company of Telrite with common ownership, though not technically an affiliate.

III. Demonstration of Financial and Technical Capabilities and Certifications Required for ETC Designation⁶¹

Financial and Technical Capabilities. Revised Commission rule 54.202(a)(4), 47 C.F.R. 54.202(a)(4), requires carriers petitioning for ETC designation to demonstrate financial and technical capability to comply with the Commission's Lifeline service requirements.⁶² The Compliance Plan Public Notice requires that carriers' compliance plan include this demonstration. Among the factors the Commission will consider are: a carrier's prior offering of service to non-Lifeline subscribers, the length of time the carrier has been in business, whether the carrier relies exclusively on Lifeline reimbursement to operate, whether the carrier receives revenues from other sources and whether the carrier has been the subject of an enforcement action or ETC revocation proceeding.

Telrite has been offering Lifeline service to customers since October, 2010. Telrite also offers several other telecommunication services in addition to its Lifeline service. In 2011, the wireline services offered by Telrite produced substantial net income. This revenue was generated from more than 30,000 customers of Telrite's local and long distance service, which Telrite has been providing for over 10 years. In sum, Telrite has access to sufficient funds to run its business and is not solely dependent on reimbursements from the Fund. Telrite recently entered into a consent decree with the

⁶¹ See Compliance Plan Public Notice at 3.

⁶² See *Lifeline Reform Order*, ¶¶ 387-388 (revising Commission rule 54.202(a)(4)).

Enforcement Bureau relating to an investigation begun in 2004.⁶³ The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Service Requirements Applicable to the Company's Support. The Compliance Plan Public Notice requires carriers to include "certifications required under newly amended section 54.202 of the Commission's rules."⁶⁴ Telrite certifies that it will comply with the service requirements applicable to the support the Company receives.⁶⁵ Telrite provides all of the telecommunications service supported by the Lifeline program and will make the services available to all qualified consumers throughout the states in which it is designated as an ETC. The Company's services include voice telephony services that provide voice grade access to the public switched network or its functional equivalent. Further, the Company's service offerings provide its customers with minutes of use for local service at no charge to the customer. The Company will offer a set number of minutes of local exchange service free of charge to its subscribers. Telrite's current Lifeline offerings include packages in Section II *supra* that can be used for local and domestic toll service.

The Company also will provide access to emergency services provided by local government or public safety officials, including 911 and E911 where available and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, the Company will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets.

⁶³ See Telrite Corporation, File No. EB-05-1H-2348, Order and Consent Decree, DA 12-612 (rel. Apr. 18, 2012).

⁶⁴ Compliance Plan Public Notice at 3.

⁶⁵ 47 C.F.R. § 54.202(a)(1).

Finally, Telrite will not provide toll limitation service (“TLS”), which allows low income consumers to avoid unexpected toll charges. However, since the Company is a prepaid service provider, customers cannot be disconnected for failure to pay toll charges, nor are there additional charges for exceeding their minutes. Further, the Company, like most wireless carriers, does not differentiate domestic long distance toll usage from local usage and all usage is paid for in advance. Pursuant to the *Lifeline Reform Order*, subscribers to such services are not considered to have voluntarily elected to receive TLS.⁶⁶

IV. Conclusion

Telrite submits that its Compliance Plan fully satisfies the conditions set forth in the Commission’s *Lifeline Reform Order*, the Compliance Plan Public Notice and the Lifeline rules. Accordingly, the Company respectfully requests that the Commission expeditiously approve its Compliance Plan.

Respectfully submitted,



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Counsel to Telrite Corporation

July 2, 2012

⁶⁶ See *Lifeline Reform Order*, ¶ 230.

EXHIBIT A



Life Wireless

Georgia Wireless Lifeline Service Application and Certification

Mail or Fax completed and signed form to

Telrite Corporation / Life Wireless

PO Box 2840 Covington, GA 30015

FAX: 1-866-770-6110 / EMAIL: lwforms@lifewireless.com

A complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in Telrite Corporation / Life Wireless' Lifeline service program in your state. This Certification is only for the purpose of verifying your eligibility for Lifeline service and will not be used for any other purpose. Service requests will not be processed until this Form has been received and verified by Company.

One Lifeline service per household disclosures: Lifeline is a government assistance program and willfully making false statements to obtain a Lifeline benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Lifeline benefits are limited to a single line of service per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both and you cannot receive Lifeline benefits from multiple providers. Note that not all Lifeline services are currently marketed under the name Lifeline. Lifeline is a non-transferable benefit and you may not transfer your benefit to any other person, including another eligible low-income consumer. Violation of the one-per-household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and potentially prosecution by the United States Government.

☐ I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.

Customer eligibility certification: I hereby certify that I participate in at least one of the following programs (check one):

- | | |
|---|---|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) | <input type="checkbox"/> Income at or below 135% of Federal Poverty Guidelines |
| <input type="checkbox"/> Section 8 Federal Public Housing Assistance (FPHA) | <input type="checkbox"/> Food Distribution Program on Indian Reservations (FDPIR) |
| <input type="checkbox"/> Medicaid (not Medicare) | <input type="checkbox"/> Bureau of Indian Affairs General Assistance (BIA) |
| <input type="checkbox"/> Supplemental Security Income (SSI) | <input type="checkbox"/> Tribally Administered TANF (TATNF) |
| <input type="checkbox"/> Temporary Assistance for Needy Families (TANF) | <input type="checkbox"/> Head Start (meeting income qualifying standards) |
| <input type="checkbox"/> Low Income Home Energy Assistance Program (LIHEAP) | <input type="checkbox"/> Senior Citizen Low Income Discount Offered by Local Gas or Power Company |
| <input type="checkbox"/> National School Lunch Program's free lunch program | |

Tribal eligibility:

☐ I hereby certify that I reside on Federally-recognized Tribal lands.

Customer Application Information:

First Name: _____ Middle Name: _____ Last Name: _____
Date of Birth: Month: ____ Day: ____ Year: _____ Last Four Digits of Social Security Number (or Tribal ID Number): _____
If Qualifying for Lifeline by Income, number of Individuals in Household: _____
Home Telephone Number (if available): _____

Residential Address (P.O. Box NOT sufficient)

Number: _____ Apt: _____ Street: _____ City: _____
State: _____ Zip Code: _____
Address is (choose one): ☐ Permanent ☐ Temporary

Billing Address (if different from Residential Address) (P.O. Box IS sufficient)

Number: _____ Apt: _____ Street: _____ City: _____
State: _____ Zip Code: _____

Multiple households sharing and address:

☐ I hereby certify that I reside at an address occupied by multiple households, including adults who do not contribute income to my household and/or share in my household's expenses, and I will complete a separate additional form.

Activation and usage requirement disclosures: This service is a prepaid service and you must personally activate it by calling 770-200-1000. To keep your account active, *you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes from Company, answering an in-bound call from someone other than*

Company, or by responding to a direct contact from Company confirming that you want to continue receiving Lifeline service from Company. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to the Company's customer care center) subject to a 30 day cure period during which you may use the service (as described above) or contact the Company to confirm that you want to continue receiving Lifeline service from Company.

☐ **I hereby certify that I have read and understood the disclosures listed above regarding activation and usage requirements.**

Authorizations:

☐ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

Additional certifications: I hereby certify, under penalty of perjury, that **(check each box)**:

- ☐ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ☐ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ☐ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ☐ The address listed below is my primary residence, not a second home or business
- ☐ If I move to a new address, I will provide that new address to the Company within 30 days
- ☐ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ☐ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ☐ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ☐ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: _____ **Date:** _____

For Agent Use Only (check only 1 eligibility category and only 1 box under that category; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility:

- ☐ The prior year's state, federal, or Tribal tax return,
- ☐ Current income statement from an employer or paycheck stub,
- ☐ A Social Security statement of benefits,
- ☐ A Veterans Administration statement of benefits,
- ☐ A retirement/pension statement of benefits,
- ☐ An Unemployment/Workmen's Compensation statement of benefits,
- ☐ Federal or Tribal notice letter of participation in General Assistance, or
- ☐ A divorce decree, child support award, or other official document containing income information for at least three months time.

Documents Acceptable Proof for Program-Eligibility

(choose 1 from each list **A** and **B** below)

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meeting income qualifying standards)
- ☐ Senior Citizen Low Income Discount Offered by Local Gas or Power Company

List B - Choose 1

- ☐ Program Participation card / document
- ☐ Prior year's statement of benefits
- ☐ Notice letter of participation
- ☐ Other official qualifying document: _____

Last 4 digits of Document from List B _____

Date of Proof Document: ____/____/____

Expiration Date of Proof Document: ____/____/____

Applicant Account Number	Rep / Agent Signature

EXHIBIT B



Life Wireless Lifeline Service Application Income Eligibility Worksheet

Individuals in all states are able to enroll in the Lifeline program by demonstrating that their household's annual income is at or below 135% of the Federal Poverty Guidelines. This table should be used to determine whether a Lifeline applicant is eligible for Lifeline service based on the number of individuals in the applicant's household and the applicant's household annual income:

HOUSEHOLD SIZE	INCOME LEVEL
1	\$15,080
2	\$20,426
3	\$25,772
4	\$31,118
5	\$36,464
6	\$41,810
7	\$47,156
8	\$52,502
For each additional person	Add \$5,346

Applicants must list the number of individuals in the applicant's household on the Lifeline application form. Applicants seeking to qualify for Lifeline service based on their household income must present one of the following documents in order to prove eligibility:

- the prior year's state, federal, or Tribal tax return
- current income statement from an employer or paycheck stub
- a Social Security statement of benefits
- a Veterans Administration statement of benefits
- a retirement/pension statement of benefits
- an Unemployment/Workmen's Compensation statement of benefits
- Federal or Tribal notice letter of participation in General Assistance
- a divorce decree, child support award, or other official document containing income information for at least three months time

This is a Lifeline service provided Telrite Corporaton. Lifeline is a government assistance program. Only one Lifeline service is available per household. Households are not permitted to receive multiple Lifeline benefits whether they are from one or multiple companies, wireless or wireline. Proof of eligibility is required for enrollment and only eligible customers may enroll in Lifeline service. Consumers who willingly make false statements to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline is a non-transferable benefit. Lifeline customers may not transfer their benefits to any other person.

EXHIBIT C

Welcome!



Life Wireless Customer you will receive FREE Minutes each month on your anniversary date. Unused minutes will roll-over to the next month and never expire as long as your account remains active. Must make at least one call each 60 days to keep your service active.*

Life Wireless Features:

- Nationwide Calling
- Text Messaging
- Caller ID
- Voicemail
- Rollover Minutes
- Affordable Recharge Plans
- Free 911 Service



Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed on reverse. Service is non-transferable.

Recharge With Pure Unlimited

If you need more than the allotted free minutes each month, Life Wireless has partnered with Pure Unlimited to offer you recharge cards in the following denominations.

3 Day Unlimited Talk & Text	1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
\$7.95	\$12.95	\$21.49	\$42.95

**\$10 and \$25 Recharge Cards Also Available
at 9.9¢ per minute and 5¢ per text.**

Pure Unlimited recharge cards are available in many retail establishments or online at

www.lifewireless.com

We Accept

MoneyGram®
International Money Transfer



Receive Code: 7924

Things to know:

- Lifeline benefits are limited to a single line of service per household. You may not receive multiple Lifeline or Link Up discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.
- Customers must present Photo ID and Proof of Benefit to obtain service.
- **To complete the activation process you must power on your phone and place a call to 770-200-1000.**
- If you have further questions or concerns, Life Wireless Customer Service is ready to help. Agents are available 7 days a week from 8:00 am to Midnight EST at

1-888-543-3620

IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.



www.lifewireless.com

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.



*Rollover is contingent upon the minutes program and that not all free minute plans contain roll-over minutes

Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment / Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation. \$42.95 Unlimited cards is good for 1 month of Unlimited Talk & Text. \$21.49 Unlimited card is good for 14 days of Unlimited Talk & Text. \$12.95 Unlimited card is good for 7 days of Unlimited Talk & Text. \$7.95 Unlimited card is good for 3 days of Unlimited Talk & Text. Upon expiration of Unlimited Card, you must add a new recharge card of any denomination to continue service. \$10 and \$25 recharge cards available at a rate of 9.9¢ per minute and 5¢ per text. Pure Unlimited recharge cards valid for Pure Unlimited or Life Wireless phones/service only. Rates and fees subject to change.

FREE PHONE



WITH FREE MONTHLY SERVICE!

Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

Life Wireless Features:

- Nationwide Calling
- Text Messaging
- Caller ID
- Voicemail
- Rollover Minutes
- Affordable Recharge Plans



IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.

Need more minutes? Recharge With Pure Unlimited

As Low As **\$7.95**



1 Week Unlimited Talk & Text	2 Week Unlimited Talk & Text	1 Month Unlimited Talk & Text
\$12.95	\$21.49	\$42.95

\$10 and \$25 Recharge Cards Also Available!

1-888-543-3620



Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment / Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation. \$42.95 Unlimited cards is good for 1 month of Unlimited Talk & Text. \$21.49 Unlimited card is good for 14 days of Unlimited Talk & Text. \$12.95 Unlimited card is good for 7 days of Unlimited Talk & Text. \$7.95 Unlimited card is good for 3 days of Unlimited Talk & Text. Upon expiration of Unlimited Card, you must add a new recharge card of any denomination to continue service. \$10 and \$25 recharge cards available at a rate of 9.9¢ per minute and 5¢ per text. Pure Unlimited recharge cards valid for Pure Unlimited or Life Wireless phones/service only. Rates and fees subject to change.

Telrite Corporation is an Eligible Telecommunications Carrier (ETC), doing business as Life Wireless.

FREE CELL PHONE

with FREE Monthly Service



1-888-543-3620

www.LifeWireless.com

Life Wireless is a Lifeline supported service, a government assistance program. Only eligible customers may enroll in the program. See if you qualify for a free phone with free monthly service! Service is limited to one discount per household, consisting of either wireline or wireless service. Forms of documentation necessary for enrollment are listed below. Service is non-transferable.

IMPORTANT: consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from the program.



Affordable UNLIMITED Recharge Plans



As Low As

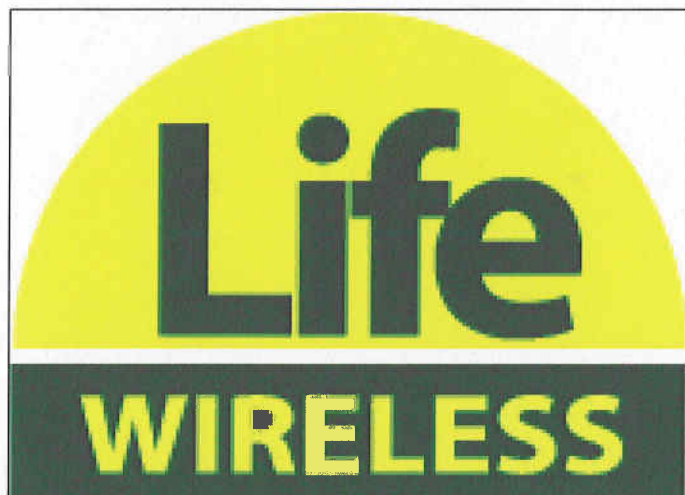
\$7.95

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Forms of documentation necessary for enrollment: All subscribers will be required to demonstrate eligibility based at least on (1) Household income at or below 135% of Fed Poverty guidelines for a household of that size; OR (2) the household's participation in one of the federal assistance programs. 1 - current or prior year's statement of benefits from a qualifying state, federal or Tribal program. 2 - a notice letter of participation in a qualifying state, federal or Tribal program. 3 - program participation documents (eg: consumers SNAP card, Medicaid card, or copy thereof). 4 - other official document evidencing the consumer's participation in a qualifying state, federal or Tribal program. Income eligibility: Prior Year's state, federal or Tribal tax return, current income statement from an employer or paycheck. Social Security statement of benefits. Veterans Administration statement of benefits. Retirement/pension statement of benefits. Unemployment / Workmen's comp statement of benefits. Federal or Tribal notice letter of participation in General Assistance. Divorce decree, child support award, or other official document containing income information for at least three (3) months time. Life Wireless will NOT retain a copy of this documentation.

Come to the LIFE WIRELESS booth for more details!

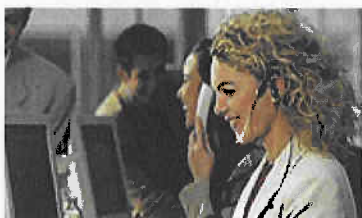
EXHIBIT “E”
SAMPLE ADVERTISING



LIFE WIRELESS

LIFE WIRELESS is a government supported program that provides a free cell phone, activation, and monthly minutes to LinkUp & LifeLine eligible customers. Contact us to see if you are eligible today!

- FREE ACTIVATION!
- FREE PHONE!
- FREE MONTHLY MINUTES!
- NO ROAMING!
- FREE LONG DISTANCE!
- REFILL WITH OUR OTHER GREAT CALLING PLANS!
- NATIONWIDE GSM COVERAGE!
- FREE VOICE MAIL
- FREE CALLER ID
- FREE CALL WAITING
- 911 ACCESS



CUSTOMER SERVICE— 1-888-543-3620
ACTIVATION LINE— 888-543-3640
customerservice@lifewireless.com
support@lifewireless.com



LIFE WIRELESS is a government supported service that provides **FREE** cellular service, a **FREE** cell phone, and **FREE** monthly minutes to LinkUp & LifeLine eligible customers.

QUALIFYING GOVERNMENT PROGRAMS:

- Federal Public Housing Assistance or Section 8
- Supplemental Nutrition Assistance Program formerly known as Food Stamps
- Low Income Home Energy Assistance Program
- Medicaid
- National School Lunch Program's free lunch program
- Supplemental Security Income
- Temporary Assistance for Needy Families

LIFE WIRELESS CALLING PLANS

<u>PLAN 1</u>	<u>PLAN 2</u>	<u>PLAN 3</u>	<u>PLAN 4</u>
<ul style="list-style-type: none"> • 68 Free Minutes • 3 Days Unlimited Talk & Text Per Month • .50 (1/2) Minutes Per Text • Rollover 	<ul style="list-style-type: none"> • 125 Free Minutes • 1 Minute Per Text • Rollover 	<ul style="list-style-type: none"> • 250 Free Minutes • 1 Minute Per Text • No Rollover 	<ul style="list-style-type: none"> • Unlimited Talk and Text for 1 month • \$29.45 • No Rollover

*SMS Messages deduct from your Free Minute Balance.

CUSTOMER SERVICE — 1-888-543-3620
www.lifewireless.com
EMAIL- info@lifewireless.com

Questions or Concerns?

Questions or concerns regarding Lifeline and/or Link-Up or any service issues in the State of Georgia should be directed to the Georgia Public Service Commission Consumer Affairs Division by calling 404-656-4501 or toll free 800-282-5813.



EXHIBIT F
TERMS OF SERVICE

LIFE WIRELESS TERMS

You are bound to the following with regard to your use of the LIFE WIRELESS™ service:

- 1) The Terms of Service, including the binding arbitration clause
- 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features. Printed materials containing much of this information will also be provided to you. Go to WWW.WWW.LIFEWIRELESS.COM for information about the 14 day return policy.

1. LIFE WIRELESS TERMS OF SERVICE: "LIFE WIRELESS" or "we," "us" or "our" refers to LIFE WIRELESS Holdings LLC, acting on behalf of its FCC-licensed partners doing business as LIFE WIRELESS. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses the Equipment or Device (as defined below). This LIFE WIRELESS Terms of Service is an agreement between LIFE WIRELESS and you ("Agreement.") PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE: This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

2. CHARGES: You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon LIFE WIRELESS. LIFE WIRELESS may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You agree to pay for incoming and outgoing calls to and from your phone. AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL. DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RE-SEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. Additional charges may apply for detailed information about your usage of services. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers.

3. DISPUTES: WITHIN 60 DAYS OF THE DATE OF ANY EVENT GIVING RISE TO A DISPUTE, YOU MUST NOTIFY US IN WRITING AT LIFE WIRELESS, BILL DISPUTE, PO BOX 2207, COVINGTON GA 30015 ("LIFE WIRELESS'S ADDRESS") OF SUCH DISPUTE, INCLUDING A DISPUTE OVER ANY CHARGES AND ANY SERVICE WE PROVIDED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGE OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE.

4. DEVICE: The wireless phone or other device assigned to your account ("Device") must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. A Device capable only of using data service is not allowed with LIFE WIRELESS service. We may periodically program your Device remotely with system

settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on LIFE WIRELESS's systems are designed for use only on LIFE WIRELESS's network ("Equipment") and may not function on other wireless networks. Equipment is sold exclusively for use with LIFE WIRELESS service and may not be resold. By purchasing such Equipment you agree to activate and use it on LIFE WIRELESS service. You also agree that you will not make, nor will you assist others to make, any modifications to the Equipment or programming to enable the Equipment to operate on any other system. LIFE WIRELESS may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You understand and acknowledge that the Equipment is sold solely for use with LIFE WIRELESS service and that LIFE WIRELESS will be significantly damaged if you use or assist others to use the Equipment for any other purpose. You agree not to take any action to circumvent limits on the quantity of Equipment that may be purchased. You will be liable to LIFE WIRELESS for any damages resulting from the conduct prohibited in this section.

5. PURCHASES AND AUTHORITY TO USE: Your Device can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from LIFE WIRELESS or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any Device assigned to your account or on-line. Data transport charges are also incurred in the purchase of Goods, Content, and Services. Unless you have a data feature, in which case you will be billed according to your data feature, you will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a SIM assigned to your account. Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from the Device, including subscription services, and to incur charges for those Goods, Content, and Services, and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

6. Unlimited Voice and Text Services: UNLIMITED DOES NOT MEAN UNREASONABLE USE. Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited services for conference calling or call forwarding exceeds 750 minutes per month, LIFE WIRELESS may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialogue between two individuals. If LIFE WIRELESS finds that you are using an unlimited voice service offering for anything other than live dialogue between two individuals, LIFE WIRELESS may at its option terminate your service or change your plan to one with no unlimited usage components. LIFE WIRELESS will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. With the monthly and daily Unlimited plans, unlimited text within the U.S. includes text only. The rate plan charge for the Unlimited Daily Talk & Text plan is assessed each day you use your phone to make or receive voice calls, including a call to voice mailbox, or send a text message. The day for purposes of the daily rate plan charge starts at midnight and ends at midnight based on the time zone in which you are located when you make a call or send a message. A minimum account balance sufficient to pay the rate plan charge for the daily Unlimited plan is required to place or receive the first call of the day, use IM or send a message.

7. LOCATION-BASED SERVICES: Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by LIFE WIRELESS or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

8. **LIFE WIRELESS 411 INFO:** In some cases our directory assistance service (411) will use the location of the Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at http://privacy-policy.truste.com/verified-policy/www.LIFE_WIRELESS.com for additional details about our use and protection of your personal information.

9. **LOST OR STOLEN PHONES:** If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. If your Device is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss. You can report your Device as lost or stolen and suspend service without a charge by contacting us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly service fees. We and you have a duty to act in good faith and in a reasonable and responsible manner, including in connection with the loss or theft of your Device.

10. **DISHONORED CHECKS AND OTHER INSTRUMENTS:** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less.

11. **CHANGES TO TERMS AND RATES:** We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) by such means as LIFE WIRELESS determines to be most practicable, including playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, or by such other means as LIFE WIRELESS may determine. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

12. **TERMINATION:** Either party may terminate this Agreement (which will terminate the provision of the Service) at any time on advance notice to the other party. Funds deposited into your account via any method will not be refunded. LIFE WIRELESS may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if you fail to make all required payments when due or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Devices or Equipment.

13. **SERVICE LIMITATIONS; LIMITATION OF LIABILITY:** Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) in our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on factors such as service tenure and/or payment history and LIFE WIRELESS, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming

internationally please call customer service for assistance. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. LIFE WIRELESS may send "alerts" via SMS or email, to notify you of usage. These are courtesy alerts. There is no guarantee you will receive them. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. **WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND.** Airtime and other service charges apply to all calls, including involuntarily terminated calls. **LIFE WIRELESS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL LIFE WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE,** for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by LIFE WIRELESS; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, LIFE WIRELESS shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Device provided by or through LIFE WIRELESS, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold LIFE WIRELESS and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by LIFE WIRELESS or any person's use thereof (including, but not limited to, vehicular damage and personal injury), **INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF LIFE WIRELESS, or any violation by you of this Agreement.** This obligation shall survive termination of your service with LIFE WIRELESS. LIFE WIRELESS is not liable to you for changes in operation, equipment or technology that cause your Device or software to be rendered obsolete or require modification. **SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

14. ACCOUNT ACCESS: You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may not be secure.

15. VOICEMAIL SERVICE: We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

16. DISPUTE RESOLUTION BY BINDING ARBITRATION: Please read this carefully. It affects your rights. Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-888-543-3620. **In the unlikely event that LIFE WIRELESS' customer service department is unable to resolve a complaint you may have to your satisfaction (or if LIFE WIRELESS has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction.** Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, LIFE WIRELESS will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from LIFE WIRELESS to at least the same**

extent as you would be in court. In addition, under certain circumstances (as explained below), LIFE WIRELESS will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what LIFE WIRELESS has offered you to settle the dispute.

17. ARBITRATION AGREEMENT

- a. LIFE WIRELESS and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - i. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - ii. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - iii. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - iv. claims that may arise after the termination of this Agreement.
- v. References to "LIFE WIRELESS," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and LIFE WIRELESS are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to LIFE WIRELESS should be addressed to: General Counsel, LIFE WIRELESS, PO BOX 2207 COVINGTON, GA 30015 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LIFE WIRELESS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or LIFE WIRELESS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LIFE WIRELESS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LIFE WIRELESS is entitled.
- c. After LIFE WIRELESS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, LIFE WIRELESS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless LIFE WIRELESS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, LIFE WIRELESS will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse LIFE WIRELESS for all monies previously disbursed by it that are otherwise your obligation

to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of LIFE WIRELESS's last written settlement offer made before an arbitrator was selected, then LIFE WIRELESS will:
 - i. pay you the amount of the award; and
 - ii. pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
 - iii. If LIFE WIRELESS did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- e. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws LIFE WIRELESS may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, LIFE WIRELESS agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND LIFE WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and LIFE WIRELESS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if LIFE WIRELESS makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

18. MISCELLANEOUS: This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a LIFE WIRELESS website and any documents expressly referred to herein or therein, make up the complete agreement between you and LIFE WIRELESS, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. LIFE WIRELESS may assign this Agreement, but you may not assign this Agreement without our prior written consent. In the event of a dispute between us, the law of the state of your address of record on your account at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

Connecticut Customers/Questions About Your Service: If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620, dial 611 from your wireless phone or visit WWW.LIFEWIRELESS.COM. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc; Phone: 800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customer: If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 787-756-0804 or 1-866-578-5500; Online: www.jrtpg.gobierno.pr.

California Customers: For tips on how to protect against fraud, please visit the CPUC's website at www.CalPhoneInfo.com

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Georgia Customer: Complaints concerning Lifeline/ Linkup service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at [404-656-4501](tel:404-656-4501).

EXHIBIT G
INFORMATION REGARDING HANDSETS

Information Regarding Handsets

Samples of Handsets to be Distributed

Sanyo 2300



**Our handsets
are refurbished**

Reduce Reuse Recycle

Includes:

- Battery Charger
- Battery

Features:

- LCD Display
- 2-way text capable
- Vibrate mode
- Alarm clock
- Calculator
- Calendar
- Games
- Voice memo
- Bluetooth
- Picture ID
- Ringer ID
- Voice Dialing
- Stop watch
- Phone book
- Speaker phone
- Custom Ringtones



Samsung M300



**Our handsets
are refurbished**

Reduce Reuse Recycle

Includes:

- Battery Charger
- Battery

Features:

- LCD Display
- 2-way text capable
- Vibrate mode
- Alarm clock
- Calculator
- Calendar
- Games
- Voice memo
- Bluetooth
- Picture ID
- Ringer ID
- Stop watch
- World clock
- Phone book
- Speaker phone
- Custom Ringtones



LG Rumor



**Our handsets
are refurbished**

Reduce Reuse Recycle

Includes:

- Battery Charger
- Battery

Features:

- LCD Display
- Qwerty keyboard
- 2-way text capable
- Vibrate mode
- Alarm clock
- Calculator
- Calendar
- Games
- Voice memo
- Bluetooth
- Picture ID
- Ringer ID
- Stop watch
- World clock
- Phone book
- Speaker phone
- Custom Ringtones



EXHIBIT H
FINANCIAL STATEMENTS

FINANCIAL STATEMENTS WILL BE FILED UNDER SEAL

EXHIBIT I
AFFIDAVIT AND CERTIFICATION

**BEFORE
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA**

IN RE:

**APPLICATION OF TELRITE
CORPORATION D/B/A LIFE WIRELESS
FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS CARRIER IN
THE STATE OF SOUTH CAROLINA**

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DOCKET NO. _____

AFFIDAVIT AND CERTIFICATION OF BRIAN LISLE

Personally appeared before me Brian Lisle, who, being first duly sworn, deposes and states the following:

1. My name is Brian Lisle. I am employed by Telrite Corporation d/b/a Life Wireless as President. My business address is 1480 Terrell Mill Road, SE, Suite 104, Marietta, Georgia 30067. I am an officer of the Company and am authorized to make this Affidavit on its behalf, and it is based on my personal knowledge. This affidavit is given in support of the application to designate Telrite Corporation d/b/a Life Wireless ("Telrite") as an eligible telecommunications carrier.

2. On behalf of Telrite, I certify and assert the following:

a. I have read Telrite's petition for designation as an eligible telecommunications carrier and confirm the information contained therein to be true and correct to the best of my knowledge;

b. Telrite will provide Lifeline service in a timely manner throughout the designated service area upon reasonable request of an eligible customer;

c. Telrite acknowledges that the Federal Communications Commission may require Telrite to provide equal access to long distance carriers in the event that no other eligible telecommunications carrier is providing equal access within the service area;

d. Telrite will offer the services that are supported by the federal universal service support mechanisms by using resale of another carrier's services;

e. Telrite will advertise in a media of general distribution the availability of such services, including lifeline services and the applicable charges; and

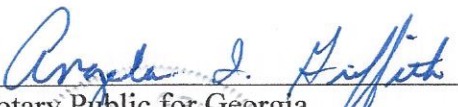
f. Telrite will provide service within a reasonable period of time, if the potential customer is within its licensed service area but outside its existing network coverage, if service can be provided at reasonable costs.

Dated this 29th day of August, 2012.

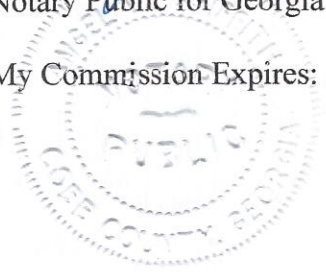
TELRITE CORPORATION D/B/A LIFE
WIRELESS


By: Brian Lisle
Its: President

SUBSCRIBED and sworn to before me
this 29th day of August, 2012


Notary Public for Georgia

My Commission Expires: Notary Public, Cobb County, Georgia
My Commission Expires July 2, 2015



ATTESTATION

STATE OF GEORGIA

COUNTY OF COBB

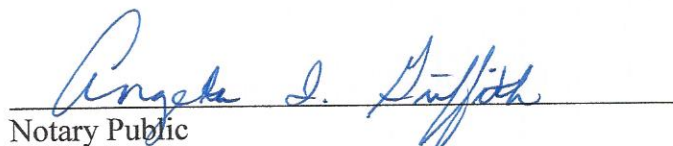
I, **Brian Lisle**, President of TELRITE CORPORATION D/B/A LIFE WIRELESS ("Telrite"), state under penalty of perjury:

1. I am an officer authorized to act on behalf of Telrite.
2. The foregoing statements in the APPLICATION FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER ON A WIRELESS BASIS (LOW-INCOME ONLY) are true, accurate, and correct to the best of my knowledge, information and belief.



Brian Lisle

SWORN TO AND SUBSCRIBED before me on this the 29th day of August, 2012.



Notary Public

My Commission Expires:
Notary Public, Cobb County, Georgia
My Commission Expires July 2, 2015

